

370/5238

Friday, August 07, 2020

12:56 PM

पावती

Original/Duplicate

नोंदणी क्र. :39म

Regn.:39M

पावती क्र.: 5600 दिनांक: 07/08/2020

गावाचे नाव: चांदिवली

दस्तावेजाचा अनुक्रमांक: करल2-5238-2020

दस्तावेजाचा प्रकार : करारनामा

सादर करणाऱ्याचे नाव: पूर्वी दिलीप जैन

नोंदणी फी

रु. 30000.00

दस्त हाताळणी फी

रु. 2800.00

पृष्ठांची संख्या: 140

एकूण:

रु. 32800.00

आपणास मूळ दस्त थंबनेल प्रिंट सूची-२ अंदाजे

1:16 PM ह्या वेळेस मिळेल.

बाजार मुल्य: रु.18711650.252/-

मोबदला रु.23508250/-

भरलेले मुद्रांक शुल्क : रु. 1175500/-

1) देयकाचा प्रकार: DHC रक्कम: रु.800/-

डीडी/धनादेश/पे ऑर्डर क्रमांक: 0708202002758 दिनांक: 07/08/2020

बँकेचे नाव व पत्ता:

2) देयकाचा प्रकार: eChallan रक्कम: रु.30000/-

डीडी/धनादेश/पे ऑर्डर क्रमांक: MH002975182202021M दिनांक: 07/08/2020

बँकेचे नाव व पत्ता:

3) देयकाचा प्रकार: DHC रक्कम: रु.2000/-

डीडी/धनादेश/पे ऑर्डर क्रमांक: 0708202002717 दिनांक: 07/08/2020

बँकेचे नाव व पत्ता:

सह दुय्यम निबंधक कुलाभर  
मुंबई उपनगर जिल्हा

*Rajiv*

ORIGINAL REGISTERED  
DOCUMENT DELIVERED

17 AUG 2020





07/08/2020

## सूची क्र.2

दुय्यम निबंधक : सह दु.नि. कुर्ला 2  
दस्त क्रमांक : 5238/2020  
नोदंणी :

Regn:63m

## गावाचे नाव : चांदिवली

क्रमांक	विवरण	मालक	पत्ता	दिनांक
(1)	विलेखाचा प्रकार	करारनामा		
(2)	मोबदला	23508250		
(3)	बाजारभाव(भाडेपट्ट्याच्या बाबतितपट्टाकार आकारणी देतो की पट्टेदार ते नमुद करावे)	18711650.252		
(4)	भू-मापन,पोटहिस्सा व घरक्रमांक(असल्यास)	1) पालिकेचे नाव:-मुंबई मनापा इतर वर्णन :सदनिका नं.1302, माळा नं: 13 वा मजला,टॉवर डी, इमारतीचे नाव: व्हीसीनिया, ब्लॉक नं: चांदिवली मुंबई 400072, रोड : छत्रपती शिवाजी मार्ग, इतर माहिती: सोबल 1 कारपार्किंग( ( C.T.S. Number : 15A/1,15A/2,15A/3 & 15A/4,(OLD CTS NO.15A,15C,15D,15E AND 15F). SURVEY NUMBER : 6 (PART) AND 7 (PART). ; )		
(5)	क्षेत्रफळ	1) 90.75 चौ.मीटर		
(6)	आकारणी किंवा जुडी देण्यात असेल तेव्हा.			
(7)	दस्तऐवज करून देणा-या/लिहून ठेवणा-या पक्षकाराचे नाव किंवा दिवाणी न्यायालयाचा इकुमनामा किंवा आदेश असल्यास,प्रतिवादिचे नाव व पत्ता.	1): नाव:-माईकर रियल इस्टेट्स प्रा लि चे ऑथो सिग्रेटरी कैभव राऊळ वय:-44; पत्ता:-प्लॉट नं: 7, माळा नं: इमारतीचे नाव: एस पी सेंटर, ब्लॉक नं: कुलाबा मुंबई, रोड नं: 41/44, मिनू देसाई मार्ग, महाराष्ट्र, मुंबई. पिन कोड:-400005 पॅन नं:-AAJCP9455C 2): नाव:-मान्यता देणार - फोर्ब्स अँड कंपनी लिमिटेड चे ऑथो सिग्रेटरी अरुणा केळकर वय:-52; पत्ता:-प्लॉट नं: ऑफिस, माळा नं: 7, इमारतीचे नाव: फोर्ब्स बिल्डिंग, ब्लॉक नं: फोर्ट मुंबई, रोड नं: चरणजीत राव मार्ग, महाराष्ट्र, मुंबई. पिन कोड:-400001 पॅन नं:-AAACF1765A		
(8)	दस्तऐवज करून घेणा-या पक्षकाराचे व किंवा दिवाणी न्यायालयाचा इकुमनामा किंवा आदेश असल्यास,प्रतिवादिचे नाव व पत्ता	1): नाव:-पूर्वी दिलीप जैन वय:-29; पत्ता:-प्लॉट नं: सदनिका नं 1, बिल्डिंग नं 2, प्लॉट नं. बी, माळा नं: इमारतीचे नाव: माउंट व्हू को ऑप हो सो, ब्लॉक नं: अंधरी पूर्व मुंबई, रोड नं: भवानी नगर, मरोळ मरोशी रोड, महाराष्ट्र, मुंबई. पिन कोड:-400059 पॅन नं:-AKUPJ5977D 2): नाव:-अर्पित अच्वा वय:-30; पत्ता:-प्लॉट नं: सदनिका नं 1, बिल्डिंग नं 2, प्लॉट नं. बी, माळा नं: इमारतीचे नाव: माउंट व्हू को ऑप हो सो, ब्लॉक नं: अंधरी पूर्व मुंबई, रोड नं: भवानी नगर, मरोळ मरोशी रोड, महाराष्ट्र, मुंबई. पिन कोड:-400059 पॅन नं:-ALYPA3792N		
(9)	दस्तऐवज करून दिल्याचा दिनांक	07/08/2020		
(10)	दस्त नोंदणी केल्याचा दिनांक	07/08/2020		
(11)	अनुक्रमांक, खंड व पृष्ठ	5238/2020		
(12)	बाजारभावाप्रमाणे मुद्रांक शुल्क	1175500		
(13)	बाजारभावाप्रमाणे नोंदणी शुल्क	30000		
(14)	शेरा			

मुल्यांकनासाठी विचारात घेतलेला तपशील:-:

मुद्रांक शुल्क आकारताना निवडलेला अनुच्छेद :- (i) within the limits of any Municipal Corporation or any Cantonment area annexed to it.



सह दुय्यम निबंधक कुर्ला-२  
मुंबई उपनगर जिल्हा

## Payment Details

Sr.	PurchaserType	Verification no/Vendar	GRN/Licence	Amount	Used At	Deface Number	Deface Date
1	PURVI DILIP JAIN	03006172020080500113	MH002975182202021M	1175500.00	SD	0001323412202021	07/08/2020
2			0708202002758	800	RF	0708202002758D	07/08/2020
3	PURVI DILIP JAIN		MH002975182202021M	30000	RF	0001323412202021	07/08/2020
4			0708202002717	2000	RF	0708202002717D	07/08/2020

[SD:Stamp Duty] [RF:Registration Fee] [DHC: Document Handling Charges]

Valuation ID	202008072126	मूल्यांकन पत्रक ( शहरी क्षेत्र - बांधीव )	07 August 2020, 12:45:26 PM
मूल्यांकनाचे वर्ष	2020		
जिल्हा	मुंबई(उपनगर)		
मूल्य विभाग	115-चांदिवली - कुर्ला		
उप मूल्य विभाग	115/542 भुभाग- चांदिवली गावातील सर्व मिळकती		
सर्व्हे नंबर /न भू क्रमांक	सि टी एस नंबर#15		
<b>वार्षिक मूल्य दर तक्त्यानुसार मूल्यदर रु.</b>			
खुली जमीन	निवासी सदनिका	दुकाने	मोजमापनाचे एकक
1019000	177500	213000	चौरस मीटर
<b>बांधीव क्षेत्राची माहिती</b>			
बांधकाम क्षेत्र(Built Up)-	मिळकतीचा वापर-	मिळकतीचा प्रकार-	बांधीव
बांधकामाचे वर्गीकरण-	मिळकतीचे वय-	मूल्यदर/बांधकामाचा दर -	Rs 177,500/-
उद्दवाहन सुविधा-	मजला -		
प्रकल्पाचे क्षेत्र-	2 to 10 hecter		
Sale Type - First Sale			
Sale/Resale of built up Property constructed after circular dt:02/01/2018			
(सूत्र) प्रकल्पाचे क्षेत्रानुसार दर	= ((घसा-यानुसार मिळकतीचा प्रति चौ मीटर मूल्यदर) * 105 % )		
प्रकल्पाचे क्षेत्रानुसार	निवासी सदनिका करीता प्रती चौ मीटर दर = Rs 186375/-		
मजला निहाय घट/वाढ	= 110% apply to rate= Rs 205012/-		
घसा-यानुसार मिळकतीचा प्रति चौ. मीटर मूल्यदर	=(((वार्षिक मूल्यदर - खुल्या जमिनीचा दर) * घसा-यानुसार टक्केवारी + खुल्या जमिनीचा दर)		
	= (( (205012-101900) * (100 / 100 ) +101900 )		
	= Rs 205012/-		
A) मुख्य मिळकतीचे मूल्य	= वरील प्रमाणे मूल्य दर * मिळकतीचे क्षेत्र		
	= 205012 * 85.81		
	= Rs 17592079.72/-		
B) बंदिस्त वाहन तळाचे क्षेत्र	13.94चौरस मीटर		
बंदिस्त वाहन तळाचे मूल्य	= 13.94 * ( 205012 * 25/100 )		
	= Rs 714466.82/-		
F) लगतच्या गच्चीचे क्षेत्र	4.94चौरस मीटर		
लगतच्या गच्चीचे मूल्य	= 4.94 * ( 205012 * 40/100 )		
	= Rs 405103.712/-		
<b>एकत्रित अंतिम मूल्य</b>	मुख्य मिळकतीचे मूल्य + तळाघराचे मूल्य + मेझॅनईन मजला क्षेत्र मूल्य + लगतच्या गच्चीचे मूल्य + वरील गच्चीचे मूल्य + बंदिस्त वाहन तळाचे मूल्य + खुल्या जमिनीकरील वाहन तळाचे मूल्य - इमारती भावतीच्या खुल्या जागेचे मूल्य - बंदिस्त बाळकनी		
	= A + B + C + D + E + F + G + H + I		
	= 17592079.72 + 0 + 0 + 0 + 0 + 714466.82 + 405103.712 + 0 + 0 + 0 + 0		
	=Rs 18711650.232/-		

Home

Print



सह दुय्यम निबंधक कुर्ला-२  
मुंबई उपनगर जिल्हा

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CHALLAN  
MTR Form Number-6



GRN	MH002975182202021M	BARCODE	Date		05/08/2020-10:56:50	Form ID	25.2						
Department	Inspector General Of Registration		Payer Details										
Type of Payment	Stamp Duty Registration Fee		TAX ID / TAN (If Any)										
Office Name	KRL1_JT SUB REGISTRAR KURLA NO 1		PAN No. (If Applicable)										
Location	MUMBAI		Full Name		PURVI DILIP JAIN								
Year	2020-2021 One Time		Flat/Block No.		FLAT NO.D-1302 TOWER D VICINIA								
Account Head Details			Premises/Building		CHANDIVALI								
0030045501	Stamp Duty	1175500.00	Road/Street		MUMBAI								
0030063301	Registration Fee	30000.00	Area/Locality										
			Town/City/District										
			PIN		4 0 0 0 7 2								
			Remarks (If Any)										
			SecondPartyName=PAIKAR REAL ESTATES PRIVATE LIMITED-										
			<table border="1"> <tr> <td>4235</td> <td>2</td> <td>980</td> </tr> <tr> <td>2020</td> <td></td> <td></td> </tr> </table>					4235	2	980	2020		
4235	2	980											
2020													
Total	Amount In	12,05,500.00	Words		Twelve Lakh Five Thousand Five Hundred Rupees Only								
Payment Details		PUNJAB NATIONAL BANK		FOR USE IN RECEIVING BANK									
Cheque/DD Details													
Cheque/DD No.	Bank CIN	Ref. No	03006172020080500113		050820M837665								
Name of Bank	Bank Date	RBI Date	05/08/2020-16:29:36		Not Verified with RBI								
Name of Branch	Bank-Branch	PUNJAB NATIONAL BANK											
Department ID :		Scroll No. . Date		Not Verified with Scroll									



Department ID :  
NOTE:- This challan is valid for document to be registered in Sub Registrar office only. Not valid for unregistered document.  
सदर चालान केवल दुखान निवाक कार्यालयान नोदणी करारगार्या दरतासारी लागू आहे. नोदणी व करारगार्या दरतासारी सदर चालान लागू नाही.

*P. P. P.*

*[Signature]*





क्याल-२		
५२३८	३	१४०
२०२०		



*Paikar*  
*[Signature]*

**AGREEMENT FOR SALE**

This **AGREEMENT FOR SALE** ("Agreement") made at Mumbai on this 07<sup>th</sup> day of August - 2020

**BETWEEN**

**PAIKAR REAL ESTATES PRIVATE LIMITED**, a company governed under the Companies Act, 2013 and having its registered office at SP Centre, 41/44, Minoo Desai Marg, Colaba, Mumbai – 400 005 (hereinafter referred to as "Paikar" or "the Vendor") (CIN:U45209MH2018PTC311099; and GSTIN: 27AAJCP9455C1Z5);

**AND**

**FORBES & COMPANY LIMITED** (formerly known as "Forbes Gokak Limited"), a Company governed under the Companies Act, 2013 and having its Registered office at Forbes Building, Charanjit Rai Marg, Fort, Mumbai – 400 001 (hereinafter referred to as "Forbes" or "Confirming Party") (CIN: L17110MH1919PLC000628; GSTIN 27AAACF1765A1Z3);

Hereinafter both Paikar and Forbes are collectively referred to as "the Promoters" (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include their respective successors and assigns) of the **ONE PART**;

**AND**

Ms. Purvi Dilip Jain, Mr. Arpit Achha residing at Flat No. 1, Building No. 2, Plot B, Mount View CHS, Bhavani Nagar, Marol Maroshi Road, Andheri (East), Mumbai - 400059, Maharashtra, India

and

Messrs ..... , a company governed under the Companies Act, 2013 and having Registered Office at .....

(CIN No. \_\_\_\_\_) GSTIN No. \_\_\_\_\_.

*Paikar*  
*[Signature]*  
 1

(hereinafter referred to as "the Purchaser/s" which expression, shall unless it be repugnant to the context or meaning thereof be deemed to mean and include in case of an individual or individuals his/her/their respective heirs, executors, administrators and permitted assigns and in case of a body-corporate its successors, and permitted assigns and in case of a partnership firm the partners from time to time of the said firm, the heirs, executors, administrators of the last surviving partner and in case of a Hindu Undivided Family, the Karta and the members for the time being and from time to time the Coparceners and the survivors or survivor of them and the heirs, executors and administrators of the last survivor of them and the heir or his permitted assign and in case of trust, trustees for the time being and from time to time of the trust and the survivors or survivor of them and the heirs, executors and administrators of the last survivor of them and the heir or his permitted assign and in case of Limited Liability Partnership (LLP) include the heirs, executors, administrators and legal representatives and the partner or Partners for time being of the LLP) of the **OTHER PART**.

**WHEREAS:**

- (a) Forbes was absolutely seized and possessed of or otherwise well and sufficiently entitled to all that piece or parcel of land admeasuring **42,658.40 square meters** or thereabouts, as more particularly described in the **First Schedule** hereunder written (hereinafter referred to as "**the said Larger Property**");
- (b) Forbes, being desirous of developing a part of the said Larger Property, admeasuring in the aggregate **27,263.90 square meters** or thereabouts, as more particularly described in the **Second Schedule** hereunder written and delineated on a plan of the said Larger Property hereto annexed and marked as **Annexure "A1"** (hereinafter referred to as "**the said Specified Land**") entered into a Memorandum of Understanding dated 29<sup>th</sup> December 1994 hereinafter referred to as "**the said MOU**") with Videocon Realty and Infrastructure Limited (formerly known as "Videocon Properties Limited") ("**Videocon**"), whereby Forbes agreed to grant to Videocon, the right to develop the said Specified Land for a lump sum consideration upon the terms and conditions stated therein;
- (c) Disputes and differences arose between Videocon and Forbes and various legal proceedings were filed by Videocon and Forbes against each other;
- (d) All disputes and differences between Videocon and Forbes in the said legal proceedings were amicably settled by entering into Consent Terms dated 13<sup>th</sup> December 2011 in Suit No. 2907 of 2003 filed by Videocon against Forbes in the Bombay High Court;
- (e) In terms of the aforesaid Consent Terms dated 13<sup>th</sup> December, 2011, Forbes and Videocon entered into Agreement for Development dated 1<sup>st</sup> December, 2011 registered with the Sub-Registrar of Assurances on 14<sup>th</sup> December, 2011 bearing Registration No. BDR-13-9880-2011 read with/as amended by Supplemental Agreement dated 25<sup>th</sup> July, 2017 registered with the Sub-Registrar of Assurances under Serial No. KRL-5-3197 of 2018 (collectively referred to as "**Agreements for Development**"), wherein it was *inter-alia* agreed between the parties therein that Forbes, being the owner of the said Specified Land would be entitled to develop the same and in lieu of the initial and further payments

4223	2020
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Handwritten signatures and initials in blue ink, including a circled '2' and a signature that appears to be 'Suri'.

करदाता-2	यारर	य	१४०
50% (fifty percent) of the FSI of			
being constructed on part of the			

made and to be made by Videocon, rights in cash flows of 50% (fifty percent) of the FSI of the said Specified Land would be allocated to Videocon;

(f) In terms of the aforesaid, a project known as 'Vicinia' is being constructed on part of the said Specified Land and the same has been registered under Real Estate (Regulation and Development) Act, 2016 ("RERA"), with Maharashtra Real Estate Regulatory Authority ("MAHARERA"), bearing registration no. P51800002564 (hereinafter referred to as "the Project") with Forbes as Promoter for the Project, the copy of which certificate of registration is annexed hereto and marked **Annexure "A2"**;

(g) Videocon registered themselves as co-promoters for the Project with MAHARERA Authority under RERA as they were entitled to cash flows being generated from the Project and were taking those amounts directly from the allottees of their share of the Project in order to protect their own rights;

(h) Videocon was unable to fulfil its obligations under the Agreements for Development due to which there were certain differences and disputes between Forbes and Videocon and by a letter dated 19<sup>th</sup> February 2019, Forbes terminated inter alia the Agreements for Development;

(i) Thereafter the matter was referred to arbitration by Forbes and Videocon and by and under an Award dated 25<sup>th</sup> February 2019 passed in the arbitration before the Sole Arbitrator Mrs. Justice Roshan Dalvi (Retd.) (and registered with the Sub-Registrar of Assurances bearing Registration No. KRL-4/5405 of 2019) ("**Award**"), *inter alia* the Agreements for Development executed between Forbes and Videocon stood terminated / cancelled and Forbes was directed to pay the amounts in the manner set out in the said Award to Videocon by way of restitution. The Award *inter-alia* also provides that upon payment of the awarded amount, Videocon would have no interest right of title in respect of the Project. By and under a letter dated 2<sup>nd</sup> March 2019, Videocon has acknowledged the receipt of all amounts under the Award;

(j) Pursuant to the Award and the receipts of the amounts as mentioned therein by Videocon, Videocon by and under its letter dated 2<sup>nd</sup> March 2019 addressed to the MAHARERA Authority requested the MAHARERA Authority to remove its name as a co-promoter in respect of the said Project;

(k) Thereafter, by and under Business Transfer Agreement dated 27<sup>th</sup> February 2019 ("**BTA**") executed by and between Forbes and Paikar, Forbes agreed to transfer to Paikar and Paikar agreed to purchase from Forbes, the Business (as defined in the BTA) being inter alia ½ (one half) undivided right title and interest in the said Specified Land, on a slump sale basis for a lumpsum consideration;

(l) By and under an Amalgamation and Sub-Division Order bearing No. C/KARYA-2D/SRK-2106 dated 22<sup>nd</sup> February, 2018 issued by the Collector, Mumbai Suburban District read with the Order dated 5<sup>th</sup> March, 2018 issued by the City Survey Officer ("**Amalgamation & Sub-Division Order**"), the said Specified Land bearing C.T.S. No. 15A having area admeasuring 10075.7 square meters or thereabouts, C.T.S. No. 15C, 15D, 15E and 15F having aggregate area of 17188.2 square meters or thereabouts were amalgamated into



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C.T.S. No. 15A having total amalgamated area of 27263.90 square meters and accordingly property register cards for C.T.S. No. 15C, 15D, 15E and 15F have been cancelled. Further, as per the above Amalgamation & Sub-Division Order, the aforesaid amalgamated C.T.S. No. 15A was subdivided into plots bearing C.T.S. No. 15A/1 admeasuring 22627.1 square meters for/towards residential use ("**the said Land**"), C.T.S. No. 15A/2 admeasuring 557.40 square meters for/towards Amenity Space, C.T.S. No. 15A/3 admeasuring 2093.80 square meters for/towards Municipal Park and 15A/4 admeasuring 1985.6 square meters for/towards D.P. Road, all aggregating to 4636.80 square meters (collectively referred to as "**Reserved Areas**") and new independent property register cards in respect of the aforesaid C.T.S. Nos. 15A/1, 15A/2, 15A/3 and 15A/4 for the areas as mentioned hereinabove came to be issued. The copy of the Property Register Card in respect of the said Land i.e. C.T.S. No. 15A/1 is annexed hereto as **Annexure "A3"**;

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Thereafter, by and under three Affidavits, all dated 16<sup>th</sup> May, 2018 and registered with the Sub-Registrar of Assurances, the Reserved Areas i.e. C.T.S. No. 15A/2 admeasuring 557.40 square meters for/towards Amenity Space, C.T.S. No. 15A/3 admeasuring 2093.80 square meters for/towards Municipal Park and 15A/4 admeasuring 1985.6 square meters for/towards D.P. Road, all aggregating to 4636.80 square meters, were handed over to the Municipal Corporation for Greater Mumbai ("**MCGM**"), in lieu of FSI and vide order dated 24<sup>th</sup> July, 2018, the name of Forbes was deleted from the property register cards in respect of the Reserved Areas and the name of MCGM came to be recorded therein in the holders' column;

(n) In the circumstances aforesaid, by and under a Sale Deed dated 7<sup>th</sup> May, 2019, and registered with the Sub-Registrar of Assurances under Registration No.KRL-4/5406 of 2019 ("**the said Sale Deed**"), executed by and between Forbes and Paikar, Forbes transferred/conveyed assured and assigned in favour of Paikar, *inter-alia* ½ (one half) undivided share right title and interest in the said Land along with ½ undivided share right title interest and benefit in respect of the Reserved Areas handed over to MCGM, including but not limited to any benefits available in respect thereof, whether in present or future, by way of FSI and/or TDR, whether on payment of premium or otherwise) along with ½ (one half) share right title interest in and obligations of the Project including in the common areas and facilities of the Project, both ongoing and/or future and the proportionate allocation of the saleable area (whether constructed, unconstructed, sold or unsold) and together with the right to purchase and consume proportionate TDR and/or premium FSI (whether fungible or otherwise or by whatever name called) in respect of ½ (one half) of the said Land (collectively referred to as "**the said Property**");

(o) By and under a Letter dated 20<sup>th</sup> March, 2019 addressed by Forbes to the MAHARERA Authority, Forbes made an application for change in one of the Promoters in respect of the said Project i.e. from Videocon to Paikar, wherein Forbes has confirmed that Paikar shall be the Co-Promoter along with Forbes in respect of said Project and will also undertake the obligations under RERA read with the Maharashtra Real Estate (Regulation and Development) (Registration of Real Estate Projects, Registration of Real Estate Agents, Rates of Interest and Disclosure on website) Rules, 2017 ("**the Maharashtra**



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Rules”) as such Co-Promoter along with Forbes as Promoter.

(p) M/s Nuevo Consultancy Services Private Limited (NCSPL) has been appointed as Project Management Consultant (PMC) and Principal Marketing Agent (PMA) for assisting, facilitating and coordinating in the management, planning, supervision, marketing and sales management of the said Project;

(q) The said Specified Land is proposed to be developed as one single Layout in one or more phases comprising of various residential Towers and other structures for amenities like club house, swimming pool, sports activity centre and other facilities as per the Layout dated 10<sup>th</sup> October, 2016 and subsequently the said Layout has been further amended and approved by MCGM vide letter dated 27th April, 2018 and then on 8th January, 2019 and the said Layout may be further modified and/or amended from time to time. The Promoters reserve the right to alter, amend and modify the Layout plans in accordance with applicable laws. The sanctioned plans have been further amended by MCGM on 22nd January 2019 and on 6th January, 2020;

(r) The Promoters are at present constructing the following towers on the said Land namely:

- i) Tower “A” having full CC up to top of 20th upper floor + LMR + OHT as per CC issued on 15th January, 2020;
- ii) Tower “B” having full CC up to top of 20th upper floor + LMR + OHT as per CC issued on 15th January, 2020;
- iii) Tower “C” having full CC up to top of 21st upper floor + LMR + OHT as per CC issued on 15th January, 2020;
- iv) Tower “D” having full CC up to top of 21st upper floor + LMR + OHT as per CC issued on 15th January, 2020;



- v) Tower “E” with 21 floors (proposed) out of which buildings plans up to top of 20th floor have been sanctioned as per CC issued on 15th January, 2020;
  - vi) Tower “F” having full CC up to top of 21st upper floor + LMR + OHT as per CC issued on 15th January, 2020;
  - vii) Tower “G” with 22 floors (proposed) out of which buildings plans up to top of 21st floor have been sanctioned as per CC issued on 15th January, 2020;
  - viii) Tower “H” with 22 floors (proposed) out of which buildings plans up to top of 20th floor have been sanctioned as per CC issued on 15th January, 2020;
- with 3(three) level common basements and upper floors as stated hereinabove (including the proposed / additional floors) on the said Land along with the Car Parking Space(s) and common amenities.

(s) It is clarified that the Promoters may construct more towers/buildings on the said Land in one or more phases in accordance with applicable laws and the permissions and approvals granted/to be granted to them by the concerned authorities from time to time.

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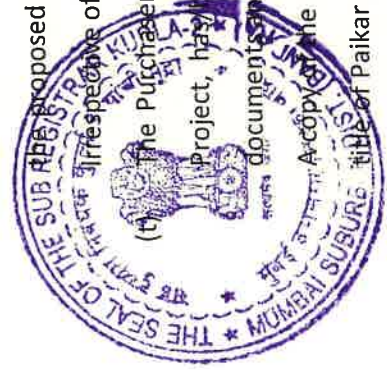
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It is further clarified that as per the existing building plans approvals, only a part of the presently available development potential of the said Specified Land is being utilised in the course of construction of the proposed floors of the respective towers and the

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Promoters shall from time to time be making applications to the MCGM for amendments to the approved plans and for issuance of further IOD and further CC such that the entire available development potential of the said Specified Land is completely consumed in the course of construction of the proposed floors of respective Towers and/or any additional towers on the said Land and accordingly, the plans for construction of the proposed floors of the respective Tower and/or any other additional tower/s on the said Land are subject to further modifications. The Promoters intends to get the existing approvals revised, renewed and altered for consumption of remaining FSI, TDR, and all other permissible FSI of the Specified Land to be used and utilized on the said Land, in one or more phases and as may be granted by the MCGM as per the Development Control Regulations in force from time to time. The Purchaser/s shall not raise any objection to proposed construction of the additional tower/s/buildings and/or additional floors irrespective of whether the same is constructed or not;



The Purchaser/s, being desirous of purchasing a Residential Flat in Tower "D" of the Project, have inspected photocopies of the title documents, and other relevant documents and the various Plans and connected papers made available by the Promoters. A copy of the Opinion on Title issued by M/s. Dhaval Vussonji & Associates certifying the Title of Paikar and Forbes is hereto annexed as **Annexure "A4"**. A copy of the Floor Plan of the said Residential Flat is delineated in red colour and is hereto collectively annexed and marked **Annexure "A5"**. The copies of the Approved Layout Plan, Intimation of Disapproval (IOD) and Commencement Certificate (CC) granted by the MCGM for the Tower "D" are hereto annexed and marked as **Annexure "A6", "A7" and "A8" respectively;**

- (u) By and under a Deed of Hypothecation dated 15<sup>th</sup> June 2018 executed by Forbes in favour of Axis Bank Limited ("**Axis Bank**"), Forbes has, *inter-alia* created in favour of Axis Bank, a first charge (floating charge) only on receivables to the extent of its share in the said Project;
- (v) The Purchaser is aware that the Vendor has availed a term loan from Yes Bank Limited ("**Yes Bank**") vide Facility Agreement dated 26<sup>th</sup> February, 2019 against the security of, *inter-alia*, all the right, title and interest of the Vendor in the Project (including the said Land) and in terms of the aforesaid Facility Agreement, the Vendor has registered a Deed of Mortgage with the office of the Sub-Registrar of Assurances under Serial No. KRL-4-6611 of 2019 on 30<sup>th</sup> May, 2019 in favour Yes Bank in respect thereof;
- (w) On demand from the Purchaser/s, the Vendor has given to the Purchaser/s inspection of all title deeds and documents relating to the Specified Land and the various plans, designs and specifications prepared by the Architect Brighton Consultants (formerly known as Brighton Architects (India) Pvt. Ltd.), and of such other documents specified under the RERA and the Maharashtra Rules all of which have been seen and approved by the Purchaser/s at the time of booking of the said Residential Flat. The Purchaser/s has/have,

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prior to the date hereof, examined a copy of all the documents and papers referred to above and has/have caused the same to be examined in detail by his/her/its Advocates and Planning and Architectural consultants and has understood the documents and information in all respects;

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- (x) The Purchaser has also examined all documents and information uploaded by the Promoter on the website of the MAHARERA Authority as required by RERA and the Maharashtra Rules and has understood the documents and information in all respects;
- (y) The Promoters, have inter-se allocated the residential flats in the Towers to be constructed on the said Land in terms of the understanding between them for the purpose of equally distributing the ownership of the saleable area by way of allocating residential flats to be developed within the Project as per the existing approved Building Plans. The Promoters confirm that Paikar is entitled to sell the Residential Flat mentioned in Clause 2 hereinafter and receive the entire consideration in respect thereof;
- (z) The Purchaser/s has/have agreed to purchase a residential flat, bearing Flat No. 1302 on Floor No. 13 in Tower D admeasuring 77.98 square meters Carpet Area equivalent to 339.38 square feet or thereabouts being constructed on the said Land, together with Balcony admeasuring 4.49 square meters are equivalent to 48.33 square feet or thereabout ("**Residential Flat**") more particularly described in the **Fourth Schedule** hereunder written;
- (aa) At the request of the Purchaser/s, the Promoters have agreed to permit to the Purchaser/s, free of cost, the right to use Car Parking Space/s in the Project as described in the Fourth Schedule hereunder written, as incidental to the Residential Flat provided however that the right to use the aforesaid Car Parking Space/s shall be subject to variation/modification as may be made by the Association (as defined below);
- (bb) At or before entering into this Agreement, the Purchaser/s has/have examined and satisfied himself/themselves about the title of the Promoters to the said Specified Land (and now the said Land) as also the rights of the Vendor to sell and transfer the said Residential Flat and other dimensions and specifications of the said Residential Flat agreed to be sold to the Purchaser/s by the Vendor as per the terms and conditions contained in this Agreement and its right. The Purchaser/s shall not raise any requisition or objection whatsoever hereafter;
- (cc) The said Residential Flat contains fixtures, fittings and amenities, detailed specifications whereof are given in **Annexure "E"** hereunder written ("**Internal Amenities**"). It is specifically agreed between the Parties hereto that the Vendor shall have the right to change/alter/substitute the said Internal Amenities in the event that there is any uncertainty about the availability thereof, either in terms of quantity and/or quality and/or for any other reason beyond the control of the Vendor subject however to the applicable law. If any change as aforesaid becomes necessary, the Vendor shall be entitled to choose the substitutes and/or alternatives thereof in its absolute discretion to enable the Vendor to offer possession of the said Residential Flat on the specified date. The Vendor shall however try to ensure that such substitutes and/or alternatives are similar



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to the amenities as hereunder agreed, in quality and quantity, as far as may be reasonably possible and subject to availability. The Purchaser/s agree/s not to claim any rebate and/or discount and/or concession in the Sale Consideration on account of such

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or produced by  
vendors/suppliers

change/substitution. It is clarified that the Internal Amenities may not be manufactured by the Vendor and that the same are sourced from third party vendors/suppliers. Some of the Internal Amenities may be acquired under warranties and others may not have any warranties and the Vendor shall not be responsible to repair and/or replace the same. Accordingly, once possession of the said Residential Flat with the Internal Amenities is handed over by the Vendor to the Purchaser/s, thereafter in case of to any operational issues or malfunctioning of the Internal Amenities, the Purchaser/s shall not hold the Vendor responsible and/or liable for repairs or replacement thereof; and the Purchaser/s shall make appropriate claims only against the supplier/manufacturer thereof, as per the terms of the respective warranties of the respective Internal Amenities (if applicable);

(dd) The Promoters have informed the Purchaser/s that the Promoters have entered into/will be entering into separate Agreements with other purchasers in the Project to be constructed on the said Land;

(ee) As required by section 13 of the RERA and section 4 of the MOFA the Promoters and the Purchaser/s is/are entering into this written agreement;



The Promoters have presently appointed Brighton Consultants (formerly known as M/s Brighton Architects (India) Private Limited) as architects who are registered with the Council of Architecture and MCGM and have also appointed Ascent Structural Engineers Private Limited as structural engineers registered with MCGM for preparation of the plans, structural design and drawings of the Towers being constructed on the said Land. The Purchaser accepts the professional supervision of the said Architect and the said Structural Engineer till the completion of the said Project. The Promoters shall be entitled to change the Project Architect and/ or structural engineer at their discretion and the Purchaser(s) hereby confirms that he/she/it/they shall not have any objection to the same;

(gg) The Income Tax Permanent Account Number/s of the Parties are as under: -

Name of The Party	PAN No.
Paikar Real Estates Private Limited	AAJCP9455C
Forbes & Company Limited	AAACF1765A
Ms. Purvi Dilip Jain	AKUPJ5977D
Mr. Arpit Achha	ALYPA3792N

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- (hh) The Purchaser/s has/have been informed and hereby acknowledge(s) that the Promoters have availed/shall avail the installment payment facility in various payments to be made to MCGM / Government subject to the terms and conditions as laid down in the circular dated 17th September, 2019, issued by the MCGM in its circular No. CHE/DP/14770/GEN ("the said Circular"). The Purchaser/s has/have been informed and hereby acknowledge(s) that there are relevant provisions in the said Circular about action that may be taken by MCGM against any default in payment of installment on the scheduled date.
- (ii) The Purchaser(s) has/have carefully read and understood the contents and meanings of each of the clauses of this Agreement, along with all the aforesaid and hereunder relevant information furnished by the Promoters and the Purchaser/s has/have also taken independent legal advice and only thereafter he/she/they has/have agreed to enter into this Agreement;
- (ij) The Parties hereto are desirous of recording the terms and conditions on which the Vendor has agreed to sell the said Residential Flat, in the said Project in the manner hereinafter appearing.

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**NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:-**



**1. DEFINITION AND INTERPRETATION:**

**(i) Definition**

In this Agreement, unless the context otherwise requires (i) capitalised terms defined by mention in quotations and/or parenthesis have the meanings so ascribed; and (ii) the following expressions shall have the following meanings assigned to them herein below:

- (a) "Agreement" shall mean this agreement for sale along with the schedules and annexures attached hereto as amended from time to time.
- (b) "Association" shall mean the body or bodies to be created of the purchasers of the residential flats in the Project, which may be a co-operative housing society or a limited liability company or an association of flat purchasers as contemplated in the Maharashtra Apartment Ownership Act, 1970.
- (c) "Apex Body/Federation" shall mean the body to be created of all the Association formed in the Project for the purpose of holding the ownership of the said Land and all the Basement and the Common Areas outside the Towers and for the purpose of maintaining the Common Areas and allied functions as may be decided by the Promoters as the object of such Apex Body/Federation.
- (d) "Balcony" balcony means the area of the balcony, which is appurtenant to the net usable floors area of an apartment, meant for the exclusive use of the Purchaser/s.

(e) "Carpet Area" means the net usable floor area of the said Residential Flat, excluding the area covered by the external walls, areas under services shafts, exclusive balcony appurtenant to the said Residential Flat for exclusive use of the Purchaser, but includes the area covered by the internal partition walls of the said Residential Flat.

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2020	(A)	"Common Areas"

shall have the meaning as defined in Clause 14.

(g) "Car Parking Space(s)" shall mean an enclosed or covered area on the said Land and described in the Fourth Schedule hereunder written for parking of vehicles of the Purchaser which may be in basements and/or stilt and/or podium and/or space provided by mechanized parking arrangements.

(h) "Demand Letter" shall mean the letter/demand/invoice/bill/or such other document known by any other name which is sent by the Vendor or its authorized agent acting on its behalf to the Purchaser/s demanding payment towards the installments/taxes/other charges/interest either now or in the future to be paid by them in the manner more particularly defined in the Payment Schedule under Clause 4 of this Agreement.

(i) "EMI" shall have the meaning as defined in Clause 3(f).

(j) "Floor Space Index" or "FSI" shall mean floor space index as defined in the applicable Development Control Regulations and shall also include additional FSI which is obtained by the Purchaser on payment of premium to MCGM or other statutory authorities and shall also include DDA and FSI in granted by MCGM in lieu of handing over of the Reserved Areas including but not limited to the land under D.P. Road and municipal reservation and amenities



"Force-Majeure Events" shall include the following:

- (i) Acts of God such as Floods, cyclones, lightning strikes, earthquake, drought, storm or any other effect of natural elements, occurrence/existence of any pandemic and/or epidemic, famine or plague;
- (ii) Acts of war, hostilities (whether war be declared or not), invasion, act of foreign enemies, armed conflict blockade, embargo, revolution, rebellion, riot, insurrection, civil commotion, insurrection, acts of terrorism or sabotage whether inside or directly involving India or outside and/or not directly involving India, military or usurped power or civil war/disorders, any lockdown for any reason whatsoever;
- (iii) Radioactive contamination or ionizing radiation;
- (iv) Fire, explosion or accident leading to breakage of facilities, plant or equipment or chemical contamination thereof;
- (v) Non-availability of steel, cement, other building materials, sufficient water or electricity supply;
- (vi) Strikes, lockouts or other labour difficulties;

(vii) Any delay by the concerned body in sanctioning/providing the electricity and/or water connections;

(viii) Any delay in payments stipulated in this Agreement by the Purchaser;

(ix) Any default by the Purchaser/s of the terms and conditions of this Agreement;

(x) Legal proceedings or any other order, rule or notification issued by competent authorities effecting the development of the said Project;

(xi) Any notice, order, rule, notification or directive of the Government and/or any other public or competent authority or any Court or Tribunal or any quasi-judicial body or authority or any act, restraint or regulation of any Governmental Instrumentality including any Local, State, or Central Government of India or any department, instrumentality or agency thereof which adversely affects the construction schedule of the Promoters and if there is no delay in issuance of occupation certificate and / or building completion certificate by the MCGM and / or Planning Authority or any local issues/litigation which may hamper the implementation of the Project including:

(a) Any Act, Regulation or restraint constituting a change in Law;

(b) Any failure by a competent authority to grant or renew any license, permit or clearance within reasonable time (other than for cause) after application having been duly made; or

(c) the imposition of any material condition on the issuance or renewal or continuance of any approval from a competent authority;

(xii) Other Force Majeure circumstances or conditions or other causes beyond the control of or unforeseen by the Promoters or their agents.

(l) "GST" shall mean The Goods and Service Tax Act, 2017, a comprehensive indirect tax levied on manufacture, sale and consumption of goods as well as services.

(m) "Interest" shall mean the highest Marginal Cost of Lending Rate (hereinafter referred to as "MCLR") of State Bank of India (hereinafter referred to as "SBI") plus two percent and in case the SBI MCLR is not in use then it would be replaced by such benchmark lending rates as fixed by SBI from time to time for lending to the general public plus two percent.

(n) "Layout" shall mean the sanctioned layout approved by MCGM with respect to the Specified Land from time to time and shall also include lands that may be amalgamated with the said Specified Land and/or the said Land.

(o) "Limited Common Area" shall mean common terraces of Tower A and B which shall be for common use by the occupants of Towers A and B only.

(p) "Maintenance Charges" shall mean charges and taxes/levies to be paid by the Purchaser/s in respect of maintaining the Towers, Common Areas and other common amenities and facilities contained within the said Land.

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(q) "MCGM" shall mean the Municipal Corporation of Greater Mumbai.

(r) "Maintenance Company" shall mean the Promoters and/or any agency to be appointed by the Promoters for managing the affairs and management of the Tower/s, the Common Areas and other common amenities and facilities on the said Land, post construction until such management is handed over to the Association.



(s) "Maharashtra Rules" shall mean the Maharashtra Real Estate (Regulation and Development) (Registration of Real Estate Projects, Registration of Real Estate Agents, rates of interest and disclosures on Website) Rules, 2017.

(t) "MOFA" shall mean the Maharashtra Ownership Flats (Regulation of the Promotion of Construction, Sale, Management and Transfer) Act, 1963.

(u) "MOFR" shall mean the Maharashtra Ownership Flats (Regulations of the Promotion of Construction, etc.) Rules, 1964.

(v) "Other Charges" shall have the meaning as defined in Annexure "D".



(x) "Project" shall mean and include the Towers, Common Areas and related amenities as being developed by the Promoters on part of the said Specified Land as mentioned in recitals hereinabove and registered under RERA bearing registration No. P51800002564.

(y) "RERA" shall mean The Real Estate (Regulation and Development) Act, 2016 and as may be amended from time to time.

(z) "Residential Flat" shall mean the residential flat mentioned in Clause 2(a) hereinafter.

(aa) "Sale Consideration" shall mean sale price of the Residential Flat specified in clause 3 of this Agreement.

(bb) "Services" shall for the purpose of this Agreement means water supply area, drainage systems, electrical plants appliance and cabling, ventilation for the building, lift wells for installation of lifts, firefighting systems, etc. the provisioning for which is done in the RCC structure of the Towers.

(cc) "Specified Land" means the land described in the Second Schedule hereunder written.

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(dd) "Structural Defect" shall mean any defects/damages caused to the structural members of the towers, common amenities due to poor workmanship or poor quality of material used or due to provisioning of Services in the towers by reason of which the Purchaser/s is prevented from the use and enjoyment of the Residential Flat or the Common Area. Provided however, it shall not include defects/damages caused due to any latent defects in the material supplied or due to any defects/damages caused by action of the Purchaser/s of the Residential Flat/s or due to the following events: -

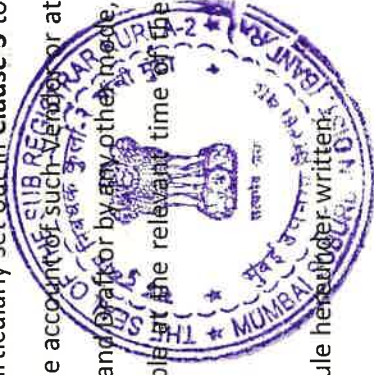
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- i) Acts of God such as Floods, cyclones, lightning strikes, earthquake, drought, storm or any other effect of natural elements;
- (ii) Acts of war, hostilities (whether war be declared or not), due to which the building is attacked;
- (iii) Fire, explosion or accident leading to breakage of facilities, plant or equipment or chemical contamination thereof.

(ee) "TDR" shall mean Transferable Development Right as defined in the Development Control Regulation applicable to the said Specified Land and which, may be procured by the Promoters for utilization of the same for the Project.

(ff) "TDS" shall mean Tax Deducted at Source, wherein the Purchaser/s, responsible for paying to the resident Promoter any sum by way of consideration, which for the purposes of TDS as per the applicable provisions of the Income Tax Act, 1961 and it includes all charges of the nature of Corpus Fund Subscription, Advance Maintenance Charges, Water and Electricity fee, Club House Corpus Fund and Development Charges or any other charges of similar nature; which are incidental to transfer of the said Residential Flat more particularly set out in Clause 3 to this Agreement, shall, at the time of credit of such sum to the account of such Vendor or at the time of payment of such sum by issue of a Cheque or Demand Draft by any other mode, whichever is earlier, deduct an amount at the rate applicable at the relevant time of the amount so payable, under the Income-tax Act, 1961.



- (gg) "The said Land" means the land described in the Third Schedule hereunder written.
- (hh) "Towers" shall mean the proposed building/s, in one or more phases, being constructed on the said Land including the proposed construction for which the plans may not have been sanctioned by the concerned authority at the time of entering into this Agreement.
- (ii) "VAT" shall mean and include tax levied under the Maharashtra Value Added Tax Act, 2002.

#### (ii) Interpretation

- (a) The Parties herein agree and declare that the recitals as incorporated hereinabove shall form an integral part of this Agreement;
- (b) Words importing the singular include the plural and vice versa;
- (c) Reference to a gender includes a reference to all other genders;

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(d) Reference to a person includes a reference to a corporation, firm, association or other entity and vice versa;

(e) A reference to any legislation, enactment, statutory provision or to any provision of any legislation shall be a reference to it as it may have been, or may from time to time be, amended, modified, consolidated or re-enacted;

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(g) The headings used herein are inserted only as a matter of convenience and for ease of reference and shall not affect the construction or interpretation of this Agreement; and

(h) The mention of the provisions of the MOFA and the MOFR in this Agreement is by way of reference to the statutory provisions. If the provisions of the MOFA and/or the MOFR are repealed or impliedly repealed, then the same shall cease to apply and shall not be read as part of this Agreement.

**2. SALE:**

(a) The Purchaser/s has/have requested the Vendor and based on the request, the Vendor has agreed to sell to the Purchaser/s on "ownership basis" and the Purchaser/s has/have agreed to buy from the Vendor, the said residential flat admeasuring 77.98 square meters of Carpet Area or 839.38 square feet along with the Balcony admeasuring 4.49 square meters of area or 48.33 square feet or thereabouts and bearing No. 1302 on floor no. 13 of the Tower D ("the said Tower") being constructed on the said Land and more particularly described in the Fourth Schedule hereunder written ("the said Residential Flat") at and for the Sale consideration and on the terms and conditions contained herein. For the sake of clarification, it is hereby clarified that the admeasurements of Carpet Area and Balcony area of the said Residential Flat as mentioned herein are based on unfinished areas.



(b) At the request of the Purchaser/s, the Vendor has agreed to permit the Purchaser/s, free of cost, the right to use the Car Parking Space(s), incidental to the said Residential Flat, provided however that such right shall be subject to variation/modification as may be made by the Association in respect thereof. The Purchaser/s further agree(s) and undertake(s) that he/she/they/it shall not be entitled to raise any objections towards the identification and allotment/allocation of the Car Parking Space(s) and all other car parking spaces done by the Vendor and/or the Association and/or the Apex Body/Federation, at any time and shall not challenge the same anytime in future.

(c) It is expressly understood by the Purchaser/s, that the said Residential Flat shall be used for the purpose of residence only and the said Car Parking Space shall be used for purpose of keeping or parking vehicle.

**3. SALE CONSIDERATION:**

(a) The Vendor shall sell and transfer to the Purchaser/s and the Purchaser/s shall purchase and acquire from the Vendor, the said Residential Flat on "ownership basis" for which the total

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Sale Consideration receivable by the Vendor towards the sale of the said Residential Flat shall be Rs. 23,508,250/- (Rupees Two Crore Thirty Five Lakh Eight thousand Two hundred Fifty Only).

Sale Consideration receivable by the Vendor towards the sale of the said Residential Flat shall be <u>Rs. 23,508,250/- (Rupees Two Crore Thirty Five Lakh Eight thousand Two hundred Fifty Only).</u>		
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- (b) A list of the outgoing in relation to the said Residential Flat is annexed hereto as **Annexure "C"**. The aforesaid Sale Consideration is exclusive of the payment of **"Other Charges"** as defined in **Annexure "D"** which Other Charges are subject to applicable TDS to be deducted by the Purchaser/s. All applicable taxes, duties, levies, cesses, statutory charges etc. including GST as are levied or which may be levied hereafter on the Other Charges shall be borne and paid by the Purchaser/s.
- (c) All taxes, duties, levies, cesses, statutory charges including GST, VAT, Service Tax and Other Charges as applicable/payable now or hereafter, on all amounts payable under this Agreement shall be borne and payable by the Purchaser/s alone and the Vendor shall never be liable/responsible and/or required to bear and/or pay the same or any part thereof.
- (d) The Purchaser/s shall, in addition to Sale Consideration, pay all other costs, charges, applicable taxes, levies, cess, statutory charges etc. including GST. The Purchaser/s shall also pay to the MCGM, Government or other public body or authority his/her/their share of betterment charges or any other charges by whatever name called or other cess, tax, levy or payment that may be hereafter charged, levied or sought to be recovered in respect of the said Specified Land. The Sale Consideration of the said Residential Flat is calculated on the aforesaid basis and the Vendor are not and shall not be liable to contribute any amount towards any of the aforesaid costs, charges, expenses and outgoing. If any rate of tax, is increased or decreased, a new tax is introduced, an existing tax is abolished or any change in interpretation or application of any tax occurs in the course of the performance of the Agreement, which was or will be assessed on the developer in connection with performance of the Agreement, an adjustment of the contract price shall be made by addition to the contract price or deduction therefrom. Taxes and duties, as applicable, should also be charged on supply of water, electricity, security services, etc.
- (e) Of the aforesaid Sale Consideration, the Purchaser/s has/have paid a sum of Rs.1,175,412/- (Rupees Eleven Lakh Seventy Five thousand Four hundred Twelve Only) and shall pay the balance of the Sale Consideration subject to and in the manner provided herein.
- (f) 20 % of the Said Consideration shall be the Earnest Money (EM) for the purpose of this Agreement.
- (g) The timely payment of Sale Consideration being the essence of this Agreement, the Purchaser/s will pay the balance Sale Consideration and all Other Charges payable under this Agreement without any default as per the Payment Schedule set out in **Clause No. 4** hereunder.



(h) The Purchaser/s, as required under the provisions of section 194IA of the Income Tax Act, 1961, (or under any statutory modification or re-enactment of such provision) will deduct the TDS from the Sale Consideration, charges of the nature of Corpus Fund Subscription, Advance Maintenance charges, Water and Electricity fee, Club House Corpus Fund and Development

Charges or any other charges of similar nature, which are incidental to transfer of the said Residential Flat and promptly deposit the TDS amount with the concerned authority. The Purchaser shall without fail within **30 (thirty) days** from the date of such deduction of TDS amount, furnish a signed original copy of the TDS Certificate (Form 16B) to the Vendor. In the event the Purchaser/s fail to deposit the TDS amount with concerned authority within the stipulated period or fail to furnish to the Vendor the signed original copy of the TDS certificate within the period specified herein, then in such events, the Purchaser/s shall be liable to bear and pay Interest to the Vendor on account of delay and to compensate the Vendor for any loss caused to them due to non-payment or delayed payment of the TDS;

(i) The Purchaser/s shall also be liable to compensate the Vendor for any interest/penalty/loss incurred by the Vendor on account of the Purchaser's failure and/or delay to reimburse any applicable taxes, duties, levies, cesses, statutory charges etc. including GST within 7(seven) days of being called upon by the Vendor.

The Purchaser/s hereby agree/s that the Purchaser/s shall also be liable to pay all taxes, levies, stamp duty charges etc. including GST, VAT and Service Tax imposed on or applicable to the transfer and sale of the said Residential Flat with retrospective effect or as a result of statutory interpretation of any existing provision of law in respect of levying such taxes, levies and statutory charges.



The Sale Consideration is escalation-free, save and except escalations/increases, due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority, Local Bodies/Government from time to time. The Vendor undertakes and agrees that while raising a demand on the Purchaser/s for increase in development charges, cost, or levies imposed by the competent authorities etc., the Vendor shall enclose the said notification/order/rule/regulation published/issued in that behalf to that effect along with the demand letter being issued to the Purchaser/s, which shall only be applicable on subsequent payments.

(l) The Sale Consideration as mentioned hereinabove is mutually agreed by and between the Vendor and Purchaser/s hereto.

#### 4. PAYMENT OF INSTALLMENTS AND OTHER CHARGES:

##### A. Payment Schedule

(a) Upon completion of each stage of construction ("Milestones"), the Vendor shall issue Demand Letters/Payment Notices ("Demand Letter") to the Purchaser/s, for payment of the

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balance Sale Consideration, payable in such installments as more particularly defined within the Payment Schedule ("Installments") annexed hereto as Annexure "B".

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(b) The Purchaser/s assures the Vendor that the balance Sale Consideration will be paid as per the Payment Schedule, time of payment of each Installment against the completion of each Milestone as defined therein, being the essence of this Agreement.

(c) The decision of the Architect (appointed by the Promoters from time to time) with regard to the completion of each Milestone shall be final and binding on the Purchaser/s and the Purchaser/s shall pay the balance Sale Consideration installments and all Other Charges mentioned in Annexure "D" within the due dates as would be mentioned in the Demand Letter.

(d) The Purchaser/s and/or his/her/their transferee shall additionally be liable to pay all applicable taxes, duties, levies, cesses, statutory charges including GST, VAT, Service Tax or Other Charges existing or levied hereafter and/or due to change in interpretation or application of any tax as may be applicable and levied by the Central/State Government or any other authority at the applicable rate simultaneously with the payments of each installment of amounts payable under this Agreement, with retrospective effect, if so required by law.

#### B. Prompt Payment

(a) The Purchaser/s assures the Vendor that the Sale Consideration, taxes & duties as applicable thereon and as also any Other Charges mentioned in this Agreement shall be paid in accordance with the due dates mentioned in the Demand Letter without default. Timely payment shall be the essence of this Agreement. The Vendor has informed the Purchaser/s and the Purchaser/s is/are fully aware that any delay or default in payment by the Purchaser/s could jeopardize the entire Project as well as expose the Vendor and the other Promoter to financial losses and also affect the other purchaser/s by way of delays in the timely completion of the Project.



(b) The Vendor shall intimate to the Purchaser/s as and when the installments are due, and the Purchaser/s shall pay all such amounts forthwith and in any case within **14 (fourteen) days** from the date of such Demand Letter. In case of any delay in the payment of any of the installment amounts or any other amounts under this Agreement, the Purchaser/s shall be liable to pay Interest on the outstanding amount for the period of delay.

#### C. Payment Terms and Conditions

(a) All payments to be made by the Purchaser/s to the Vendor under this Agreement shall be made by Cheque/Demand Draft/Pay Order/NEFT/RTGS/Wire Transfer payable at Mumbai in favour of the Vendor, and shall be considered to have been received by the Vendor only when the amount receivable is confirmed as credited into the bank account of the Vendor, the bank account / wire transfer details of which shall be provided from time to time.

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(b) The Vendor's Bank Account/Wire Transfer Details are to be used by the Purchaser/s for the purpose of making all payments to the Vendor under this Agreement and are payable in favour of the Vendor's Account Name only.

(c) In cases of all cheques or pay orders or demand drafts or wire transfers, the collection charges, if any will be debited to the Purchaser/s account and only the net amount so received from the Purchaser after adjusting the collection charges against actual payment demand from the Vendor will be calculated as net credit to the Purchaser/s account.

(d) In case of any cheque being dishonored, a sum of Rs. 1,500/- (Rupees One Thousand Five Hundred only) would be debited to the Purchaser's account and the same shall be forthwith payable by the Purchaser. This is without prejudice to the right of the Vendor to charge interest for delay and/or to terminate this Agreement as breach on the part of the Purchaser/s. Any taxes on the above amounts shall also be borne and paid by the Purchaser/s.

#### D. Lien/Charge

(a) The Vendor shall have the lien and charge on the said Residential Flat agreed to be acquired by the Purchaser/s in respect of any unpaid amount payable by the Purchaser/s to the Vendor hereunder.

(b) It is an essential and integral term and condition of this Agreement, that only upon the payment of full Sale Consideration including other amounts, charges, dues, outgoings, taxes, duties, cesses including GST and Other Charges etc., payable hereunder, having been paid on the date date(s) without any default by the Purchaser/s to the Vendor (and not otherwise), will the Purchaser/s have or be entitled to claim any rights under this Agreement in respect of the said Residential Flat and/or the said Car Parking Space.



#### E. Raising of Finance by the Promoters and/or Purchaser/s

(a) The Vendor currently has an arrangement with Yes Bank Limited as mentioned herein. Each of the Promoters including the Vendor shall have the right to raise finance and/or loan from any financial institution, bank, NBFC, fund house, body corporate or any other person (hereinafter referred to as the "Lender"). For the purpose of raising finance, each of the Promoters including the Vendor shall be entitled to create mortgage and/or charge on their respective share in the Project and/or the said Land and/or Residential Flats and/or securitization of the receivables therefrom in respect of the residential flats allocated to them respectively.

(b) In the event the Vendor has availed of any project finance from any Lender and created any charge on the said Residential Flat, then, the Vendor shall, if so required, provide a No Objection Certificate ("NOC") issued by such Lender or procure the same and provide a copy thereof to the Purchaser/s.

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**F. Compliance of laws relating to remittances**

(a) The Purchaser/s, if resident outside India, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999, Reserve Bank of India Act, 1934 and the Rules and Regulations made thereunder or any statutory amendment(s) modification(s) made thereof and all other applicable laws including that of remittance of payment acquisition/sale/transfer of immovable properties in India etc. and provide the Vendor with such permission, approvals which would enable the Vendor to fulfill its obligations under this Agreement. Any refund, transfer of security, if provided in terms of the Agreement shall be made in accordance with the provisions of Foreign Exchange Management Act, 1999 or the statutory enactments or amendments thereof and the Rules and Regulations of the Reserve Bank of India or any other applicable law. The Purchaser/s understands and agrees that in the event of any failure on his/her part to comply with the applicable guidelines issued by the Reserve Bank of India; he/she may be liable for any action under the Foreign Exchange Management Act, 1999 or other laws as applicable, as amended from time to time.

(b) The Vendor accepts no responsibility in regard to matters specified as hereinabove in sub-clause (a) above. The Purchaser/s shall keep the Vendor fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the Purchaser/s subsequent to the signing of this Agreement, it shall be the sole responsibility of the Purchaser/s to intimate the same in writing to the Vendor immediately and comply with necessary formalities if any under the applicable laws. The Vendor shall not be responsible towards any third party making payment/remittances on behalf of any Purchaser/s and such third party shall not have any right in the application/allotment of the said Residential Flat applied for herein in any way and the Vendor shall be issuing the payment receipts in favour of the Purchaser/s only.

5. The Purchaser/s may obtain finance from any Lender but the Purchaser/s obligation to purchase the said Residential Flat pursuant to this Agreement shall not be contingent on ability of the Purchaser/s or competency to obtain such financing and the Purchaser/s shall remain bound by this Agreement whether or not he/she /it /they has/have been able to obtain financing for the purchase of the said Residential Flat. However, the Purchaser/s shall before creating any charge on the said Residential Flat obtain prior approval of the Vendor if the entire Sale Consideration and other payments payable hereunder to the Vendor has not been fully paid by the Purchaser.



**6. DELAY & DEFAULT IN PAYMENT AND CONSEQUENCES:**

(a) Upon demand, the Purchaser/s agrees to pay to the Vendor the payment installments of Sale Consideration mentioned in Clause 3 hereinabove within **14 (fourteen)** days from the Demand Letter sent by the Vendor either to the postal address provided by the Purchaser/s or electronically delivered to the registered email address provided by the Purchaser/s.

(b) The Purchaser/s agree/s to pay to the Vendor interest, to be calculated on all amounts, which become due and payable by the Purchaser/s to the Vendor under the terms of this

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Agreement, from the date the said amount becomes payable by the Purchaser/s to the Vendor, till payment thereof to and/or realization thereof by the Vendor.

(c) Separate, Demand Letter may be raised by the Vendor for interest on delayed payment with applicable Taxes, if any.

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(d) Interest to be paid by the Purchaser/s for delayed payment shall be paid within 7 days of the date of Demand Letter.
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(e) It is agreed by the Purchaser/s that time for payment of various instalments of the Sale Consideration as also of all other payments due hereunder by the Purchaser/s to the Vendor are essence of the contract.

(f) The Purchaser/s specifically agree/s that in the event of the Purchaser/s making any default in payment of any installment of the Sale Consideration, Other Charges and other payments under this Agreement on their due date and/or in observing and performing any of the terms and conditions of this Agreement and the default continuing, in spite of **30 days' notice** in writing sent by the Vendor to the Purchaser/s to remedy the breach, the Vendor will be entitled to terminate this Agreement by giving termination notice in which event the consequences set out in **Clause 28 (b)** shall follow.



(a) The Promoters shall construct the said Project in accordance with Plans, designs, specifications sanctioned by MCGM and other authorities.

(b) The Purchaser acknowledges that, in the course of construction certain changes, deviations or omissions may be required by governmental, municipal or other authorities having jurisdiction over the matter or certain design changes may be suggested by the Architect appointed by the Promoters. Further, job conditions on the Project may require certain changes, deviations or omissions, or the Promoters may deem that certain changes, deviations, additions or omissions are necessary or are in the best interest of the Project. Any such changes, additions, deviations or omissions recommended by the Promoters, the Architect appointed by the Promoters or required by governmental, municipal or other authorities are hereby authorized by the Purchaser/s provided the same do not entail any change in the total area of said Residential Flat or its location.

(c) The Purchaser/s shall not, make any visits to the construction site, it being recognized that this is essential in the interest of safety of the persons visiting the construction site.

(d) The Promoters will observe, perform and comply with all the terms, conditions, stipulations and restrictions if any, which may have been imposed by the MCGM and other authorities at the time of sanctioning the plans for the said Project or thereafter and shall before handing

over possession of the said Residential Flat to the Purchaser/s obtain from MCGM occupation and/or completion certificate (whether full or part) in respect of the said Tower in which the said Residential Flat is located.

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the said Residential Flat to the Promoters, as the case may		

- (e) If within a period of five years from the date of handing over the said Residential Flat to the Purchaser/s, the Purchaser/s bring/s to the notice of the Vendor/Promoters, as the case may be, any Structural Defect in the said Residential Flat or in the residential Towers in which such Residential Flat is situated then, wherever possible such defects shall be rectified by the Vendor/Promoters at their own cost and in case it is not possible to rectify such defects then the Purchaser/s shall be entitled to receive from the Vendor/Promoters compensation for such defect in the manner as provided under the RERA.

#### 8. VARIATION IN SIZE OF THE SAID RESIDENTIAL FLAT:

(a) The Purchaser/s agree/s that the calculation of Carpet Area in respect of said Residential Flat is based upon the plans approved by the concerned authority and the same may undergo variation at the time of completion of construction of the said Residential Flat. Purchaser/s agree/s not to object to any such change and agrees not to demand cancellation or termination of this Agreement or refund of any money paid hereunder, save and except as mentioned hereinbelow.



(b) The Purchaser/s and the Vendor agree and acknowledge that the variation in the Carpet Area of the said Residential Flat up to +/- 3% (three percent) (or such other percentage as may be prescribed from time to time under the RERA) of the Carpet Area of the said Residential Flat agreed under this Agreement ("Threshold Limit") is acceptable to the Purchaser/s and the Vendor and in such an event neither the Purchaser/s nor the Vendor shall have any claim against each other. If there is any reduction in the Carpet Area above the Threshold Limit, then the Vendor shall refund the excess money paid by the Purchaser/s (for such reduced area above the Threshold Limit) within 45(forty-five) days with annual interest from the date such an excess amount was paid by the Purchaser/s. If there is any increase in the Carpet Area of the said Residential Flat allotted to the Purchaser/s beyond the Threshold Limit, the Promoter shall demand, and the Purchaser shall pay additional amount (for any such increased area beyond the Threshold Limit) as per the next milestone of the payment plan. All these monetary adjustments shall be made at the same rate per square meter as agreed in this Agreement.

(c) The Promoters may make such variations or modifications in the Plans/Designs/Specifications, as may be required during the construction and or as required by any statutory authority or such change otherwise deemed necessary by the Promoters in view of the site requirement and as per Applicable Laws, without however substantially altering the dimensions location, area, Internal Amenities, fixtures and fittings of the said Residential Flat.

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**9. USE OF TRANSFERABLE DEVELOPMENT RIGHTS (TDR) / CHANGE IN FSI:**

(a) The Promoters are and shall be entitled to load and utilize Transferable Development Rights ("TDR") on the said Specified Land including the said Land. By and under various deeds and documents, the Promoters have purchased/acquired TDR for utilization of F.S.I. of an area admeasuring 1500 sq. m. out of the Development Right Certificate bearing No.

SRA/1352/Const, which area has been utilised/loaded in various Towers. The Promoters shall, from time to time acquire such further area/F.S.I. in the form of TDR or otherwise for utilising the same in the Layout as they may deem fit.

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(b) The Purchaser/s hereby give/s consent to the Promoters that the Promoters shall have full right, title and interest to use and utilize TDR and/or additional FSI in respect of the said Specified Land on the said Land and/or any the other portion of the said Larger Property or to sell/transfer the same.

(c) The Promoters hereby declare that the Built up area as per the basic Floor Space Index available as on date in respect of the said Specified Land is 22,626.70 square meters or thereabouts only and Promoters have planned to utilize proposed permissible built up area of 42899.60 square meters or thereabouts by availing of TDR or FSI available on payment of 20% premium. FSI available as incentive FSI or Fungible FSI or FSI available in lieu of Municipal roads, reservations and amenity space on the said Specified Land by implementing various scheme as mentioned in the Development Control Regulation or based on expectation of increased FSI which may be available in future on modification to Development Control Regulations. The said Specified Land has a total potential of about 73311.80 square meters or thereabouts of built up area and the Promoters hereby disclose the intention to utilize the remaining built up area potential of about 42899.60 square meters or thereabouts as proposed to be utilized by him on the said Specified Land and Purchaser/s has agreed to purchase the said Residential Flat based on the proposed construction to be carried out by the Promoters by utilizing the remaining built up area potential and on the understanding that the declared remaining built up area potential shall belong to Promoters only. Provided further if the proposed remaining built up area potential for whatever reasons is not utilized by the Promoters in the Layout the same shall not be construed as breach of commitment and the Purchaser/s shall not be entitled to terminate this Agreement or have any claim against the Promoters and/or in respect of the remaining and/or unutilised development potential.



(d) The Promoters may use additional FSI/TDR on the said Land by constructing additional structure/s or additional Wings/towers/buildings or additional floors. The Purchaser/s is/are aware about the same and hereby give/s his/her/their consent and No Objection to the Promoters for any such further construction to be carried out, on the said Land and/or upon the said Tower/s by way of increasing/decreasing the number of floors or by way of constructing additional new Wing or Wings or separate towers/buildings/structures by the Promoters in the future. In the event of TDR being used or the additional FSI being made

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available and utilized by the Promoters, the Purchaser/s agree/s that the Purchaser/s has/have no objection and do not object to the Promoters any time now or in the future on the Promoters interest in constructing any additional towers/buildings/structures or Wings.

No part of the F.S.I of the said Specified Land has been utilized by the Promoters ~~else~~ here for any purpose whatsoever.

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**10. RIGHT OF THE PROMOTERS TO DEVELOP THE SAID LARGER PROPERTY, THE SAID SPECIFIED LAND AND THE COMMON AMENITIES THEREIN FROM TIME TO TIME:**

- (a) The Purchaser/s shall have no right whatsoever to obstruct or hinder, on any ground the development of the said Land, including in one or more phases, progress of the construction of the Project undertaken by the Promoters on the said Land or in any other parts of the said Larger Property.
- (b) The Purchaser/s agree that the Promoters will be entitled to free un-interrupted access, at any point of time for the Project through all the Common Areas of the said Land.
- (c) The Purchaser/s shall under no circumstances object or obstruct the Promoters or anyone claiming through the Promoters to the easement rights of passage of water lines, sewerage lines, electrical lines below and/or overhead and under the ground of the said Specified Land.
- (d) The Purchaser/s is/are fully aware that the said Vendor may develop the balance of the said Larger Property (i.e. other than the Specified Land) in future. The Purchaser/s covenant/s and assure/s the Promoters that he/she/it/they have /has no objection to the concerned Promoters taking up the development of the balance of the said Larger Property and applying for any sanctions and permissions for the development thereof in the future.
- (e) The Purchaser/s further covenants that the said Vendor or any one claiming through them are entitled to the usage of the common amenities as applicable to the said Specified Land including roads, common parking spaces, right to draw water, sewerage/electricity lines, data voice/telephone lines and cables as the case may be for any project which may be undertaken upon the balance area of the said Specified Land or upon the said Larger Property.
- (f) The Purchaser/s is/are fully aware that the development which is undertaken on the said Land will be completed in phases and all the Residential Flats will not be completed at the same time. The Purchaser/s shall, as and when informed by the Vendor the said Residential Flat belonging to the Purchaser is complete, pay all the amounts due under this Agreement. The Purchaser/s is/are also aware and agree/s that some of the common amenities and facilities in the said Project shall be completed phase wise and all of which shall be completed at the time of the completion of development upon the said Land. The delay in the completion of the common amenities and facilities in the said Land shall not give any right to the Purchaser/s to claim any damages from the Promoters or delay any payment to the Vendor. It is further clarified that at the time of offer of possession of the said Residential Flat by the Promoter/s to the Purchaser/s, only the part occupancy certificate may have been issued by the concerned authority in respect of said Tower and full occupancy certificate may not have been issued at such stage and it is further clarified that at such time, certain facilities/amenities proposed to be provided may not be ready or other common amenities may not be completed and the Purchaser/s shall not delay accepting possession of the said Residential Flat or delay in making any payments to the Promoter/s on the ground that such facilities/amenities are



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not operational and/or that certain work in respect thereof is pending to be completed. It is further clarified that it may take time for the Promoter/s to complete all common amenities after obtaining the part occupancy certificate in respect of the said Residential Flat and the Purchaser/s hereby confirm/s that the Purchaser/s has no objection to the same and shall not cause any hindrances or obstructions in the course of the Promoter/s carrying out such work.

(g) The Purchaser/s hereby expressly agree/s that the Promoters shall be entitled to develop and sell all the flats in the said Project and all other structures, to be constructed on the said Land.

The same may be permitted by the Promoters for being used for the purpose of guest house, dispensary, nursing home, maternity homes, consulting rooms, hotel, restaurant, food court, department store, place of worship, banks, community halls, stalls school, private classes, training centre, banquet halls or any residential or non-residential use as deemed fit by the Promoters and as may from time to time be permitted under the Development Control Regulations and/or by the concerned authorities and no objection thereof shall be raised by the Purchaser/s or the Association of the purchasers of premises in the said Project.

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### 11. CAR PARKING SPACE:

(a) As requested by the Purchaser/s and for the convenience of the Purchaser/s, the Vendor has agreed to permit use of the Car Parking Space/s the within the Project and/or in any Tower

agreed to permit use of the Car Parking Space/s the within the Project and/or in any Tower attached to the said Land and/or the said Land. The Purchaser/s shall use the Car Parking Space/s peacefully and quietly. The rules governing the use of such Car Parking Space shall be framed and administered by the Association of the purchaser/s of premises in the said Project. The location and other details viz. car park numbering, etc. shall be intimated to the Purchaser/s at the time of handing over of possession of the said Residential Flat and the same shall be under the superintendence and control of the Association that will be formed by way of a facility for the specific Residential Flat purchased by the Purchaser/s and is attached to that Residential Flat to the end and intent that, the said Car Parking Space/s cannot be held by a person who does not own that Residential Flat. The Purchaser/s shall not be entitled to sell and/or transfer the Car Parking Space/s allotted to him/her/them independently of the Residential Flat and the same can be done only if the Residential Flat is sold or transferred by him/her/them subject to the terms mentioned herein.



(b) Un-allotted car parking spaces in the Project, if any, shall continue to remain the property of the Promoters and shall remain in possession of the Promoters. It shall be upon the Promoters' discretion to allot/use such un-allotted spaces that continue to remain with the Promoters.

### 12. POSSESSION:

(a) **Possession:**

Subject to there being no Force Majeure event, the Vendor shall endeavor to complete and give possession of the said Residential Flat to the Purchaser/s on or before 31st December, 2020 ("Delivery Date").

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**(b) Possession Delay:**

Subject to Force Majeure Event, if the Vendor fails to abide by the time schedule for completing the Project and handing over the said Residential Flat to the Purchaser/s, the Vendor agrees to pay to the Purchaser/s, who does not intend to withdraw from the Project, Interest on all the amounts paid by the Purchaser/s, for every month of delay, till the handing over of the possession. The Purchaser/s agrees to pay to the Vendor Interest on all the delayed payment which became due and payable by the Purchaser/s to the Vendor under the terms of this Agreement from the date the said amount was payable by the Purchaser/s to the Vendor.

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**(c) Mode of giving Possession:**

Upon the Purchaser/s complying with all provisions, formalities, documented, etc. as may be prescribed by the Vendor in this regard and provided the Purchaser/s is/are not in default of any of the terms and conditions of this Agreement, the Vendor shall serve upon the Purchaser/s a notice ("Possession Notice") to take the possession of the said Residential Flat and then the Vendor shall give possession of the said Residential Flat to the Purchaser/s on the date specified in the possession notice which date shall be within **15 days** of the Possession Notice. Non-completion of other residential flats, Common Areas including the Limited Common Areas, club house and common amenities and facilities at the time of possession cannot be a reason for not taking the possession.

**(d) Deemed Possession:**

It is understood by the Purchaser/s that even if the Purchaser/s fail to take possession of the said Residential Flat after the Possession Notice has been served, the Purchaser/s shall be deemed to have taken possession of the same on the **Fifteenth (15<sup>th</sup>) day** from the date of Possession Notice.

**(e)** The Maintenance Charges for the said Residential Flat shall be payable by the Purchaser/s from the date on which the Purchaser/s has taken possession of the said Residential Flat or the 15<sup>th</sup> day from the date of Possession Notice, whichever is earlier.



**(f) Responsibilities**

On and from the Possession Date:

- (i) The said Residential Flat shall be at the sole risk, cost and consequences of the Purchaser/s and the Vendor shall have no liability or concern thereof;
- (ii) The Purchaser/s shall become liable to pay the **Maintenance Charges** and all other expenses necessary and incidental to the management and maintenance of the Project as provided in **Clause 25** in respect of the said Residential Flat, the Common Areas and the common amenities and facilities;
- (iii) All taxes, duties, levies, cesses, statutory charges etc. including GST, deposits imposed, demanded or required to be paid to the authorities concerned or the Association, as may be decided shall be borne solely by the Purchaser as provided in **Clause 25**.
- (iv) The Vendor shall not be responsible for any damage caused to the said Residential Flat on account of delay in taking over possession and in such an event; the Purchaser/s will have to take possession of the same on as is what is basis.

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(g) Notwithstanding anything herein contained the Vendor shall not be required to give possession of the said Residential Flat to the Purchaser/s till the entire Sale Consideration and other amounts due hereunder are paid by the Purchaser/s to the Vendor.

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13. TRANSFER TO THIRD PARTY:		
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(a) The Purchaser/s shall be entitled to transfer the said Residential Flat in favour of any third party only after first paying the full Sale Consideration and Other Charges and after the Possession of the said Residential Flat is offered by the Promoters to the Purchasers.

(b) It is hereby clarified that, if the Purchaser/s is a company-public or private limited, any change in ownership of majority shares, in case of partnership firm any change in the constitution of the partners of such partnership and in case of any association of persons any change of constituents of such association shall all be deemed to be a transfer, and in such situation, the provisions of sub-clause (a) shall apply.



provisions contained herein and the obligations arising hereunder in respect of the said project shall equally be applicable to and enforceable against any subsequent Purchaser/s of the said Residential Flat, in case of a transfer, as the said obligations go along with the said Residential Flat for all intents and purposes.

#### 14. COMMON AREAS AND COMMON AMENITIES AND FACILITIES

(a) The **Common Areas** for the said Project shall mean the parts and portions of the Specified Land/Towers having common areas and facilities earmarked for the common use and enjoyment of the owners/residents of the Residential Flat, except Limited Common Areas which are exclusive common area earmarked for specific flats in any specific Tower.

- a. The entire land for the said Project including area around the Towers
- b. Compound and compound lighting
- c. Lifts and Lift Lobbies
- d. Common Terraces (except Limited Common Area)
- e. Common Staircases
- f. Servant Toilets
- g. Refuge Areas
- h. Common entrances and exits of Towers;
- i. Common Service Areas
- j. Sewage Treatment Plant
- k. Association Office/s
- l. The premises in which the sub-station and electric generator/s (if any) are lodged
- m. The areas for installation of central services such as electricity, water, water tanks, water pumps, gas, ducts, sanitation, recycling areas and in general all apparatus and all installations, fittings and fixtures which may be provided for providing the common facilities

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- n. Underground and overhead tanks
- o. Security Cabins
- p. Internal Roads, driveways and Ramps
- q. Firefighting facilities and fire escapes
- r. Backup DG Set Area
- s. all other portion of the said Project necessary or convenient for its maintenance, safety, etc., and in common use
- t. the common basements, parks, play areas, open parking areas.

(b) The common **amenities and facilities** which are part of the Common Areas of the Project are as-under: -

- a. Club House
- b. Walking and Jogging Track
- c. Paved Plaza
- d. Drop Off Area
- e. Multi-Purpose play area
- f. Tennis Court
- g. Yoga-Meditation Zone
- h. Lawns
- i. Senior Citizen's Corner
- j. Kids Play Area
- k. Swimming Pool
- l. Kids Pool
- m. Areas for use and enjoyment of the above amenities
- n. Sports Activity Centre



(c) It is expressly agreed by and between the Parties hereunder, that all the Common Areas and the common amenities and facilities including the internal roads are intended for the use and benefit of all the purchasers, occupants and users of all the residential flats and other premises in the Layout, whether in the said Project and/or any other project on the said Land.

(d) The Club House and the land appurtenant thereto, including but not limited to the Lawns and Kid's Play area shall always remain the property of the Promoter/s till the said Land is conveyed to the Association/Apex Body on the completion of the development of the entire said Layout including the said Land. The purchasers and other occupants shall abide by such rules and regulations for use of the Club House and other amenities and facilities as may from time to time be framed by the Promoters and/or the Association/Apex Body, as the case may be. However, the Promoters and/or Association/Apex Body shall be entitled to collect from the purchaser/s the proportionate share of outgoings for the upkeep and maintenance of the Common Areas, amenities and facilities.

(e) The Purchaser/s together with all other purchasers of residential flats and other premises in the Project and/or any other project on the said Land will not have any individual right in Common Areas, common amenities and facilities built or provided in the Project including on the said Land for the common use and enjoyment of the purchasers.



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(f) The Promoters shall have the right to put hoardings, neon signs or communication equipment in its name or in the name of its affiliates in the Common Areas of the Layout.

(g) Notwithstanding anything herein contained the Vendor shall not be required to give possession of the said Residential Flat to the Purchaser/s till the entire Sale Consideration and all other amounts due hereunder are paid by the Purchaser/s to the Vendor.

(h) The Purchaser/s is/are aware that the Club House and the other facilities and amenities may be entitled to any compensation or reduction in the agreed Sale Consideration for the said Residential Flat.

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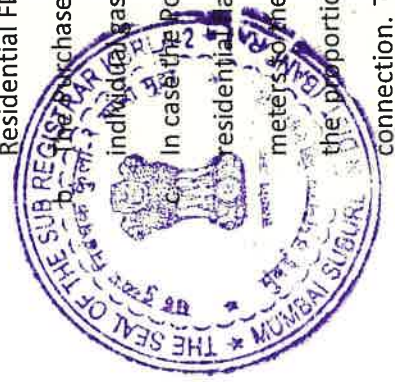
**15. WATER, ELECTRICITY AND OTHER UTILITIES**

(a) Water Supply

Water supply to the residents of the Project will be made available from MCGM or any other available source as may be permitted by the authorities concerned. Purchasers are prohibited from installing pumps to boost water supply. Cost of supply of additional water by tankers or otherwise, if required, shall be borne by the purchaser/s of the residential flats in the Project.

(b) Power Supply, Gas and other utilities

a. The Purchaser/s shall be liable to pay for power supply at the applicable rate for the said Residential Flat.



b. The Purchaser/s shall pay for the security deposit for individual electric meters and for individual gas meters to be allotted to him by the concerned authority/company/agency. In case the Power Supply Authority fails to provide individual meter to the owners of the residential flats and makes provision for a bulk supply, the Promoters shall provide sub-meters to the owners of the residential flats, including the Purchaser, upon payment of the proportionate Security Deposit payable to the Power Supply Authority for such connection. The amount recoverable from the Purchaser/s towards the same will be intimated in due course as soon as the same is known to the Vendor and the Purchaser/s shall pay the same within the due date to be mentioned by the Vendor.

d. Any security deposit towards any utilities would be subject to revision and replenishment and the Purchaser shall be liable to pay proportionately such revision and replenishment to the concerned authority/company/agency as per their norms.

e. The continued supply of electricity power, water, gas and other such utilities shall depend on the supply received from the concerned utility supplier like electricity supplier company, MCGM, gas supplier etc.

**16. CLUB HOUSE**

(a) The Promoters intend to set up the Club House which, together with its assets and facilities, shall form part of the Common Areas of the Project and the Layout including any other project constructed on the said Land. The Promoters reserve the right to decide the amenities and facilities to be provided in the Club House.

(b) The Promoters will construct a Club House ("Club House") on a portion of the said Land in addition to the common amenities and facilities ("Amenities"), which shall be constructed

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upon the said Land in the said Project. The usage of the Club House and Amenities shall be governed by the provisions made herein in <b>Clause 16</b> of this Agreement.		
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It is expected that the Club House will become operational simultaneously with the completion of the Layout. It is understood by the Purchaser/s that non-operation of the Club or any of the facilities or amenities shall not be deemed as delay in handing over the possession of the said Residential Flat and the Purchaser/s shall take possession of the said Residential Flat whenever the same is offered for possession by the Promoters in accordance with this Agreement. For non-availability of Club House facility or other amenities till completion of the entire Layout the Purchaser/s shall not be entitled to any compensation or reduction in price as it is clearly understood that the Club House facility will be available on completion of the entire Layout.		
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(c) It is expected that the Club House will become operational simultaneously with the completion of the Layout. It is understood by the Purchaser/s that non-operation of the Club or any of the facilities or amenities shall not be deemed as delay in handing over the possession of the said Residential Flat and the Purchaser/s shall take possession of the said Residential Flat whenever the same is offered for possession by the Promoters in accordance with this Agreement. For non-availability of Club House facility or other amenities till completion of the entire Layout the Purchaser/s shall not be entitled to any compensation or reduction in price as it is clearly understood that the Club House facility will be available on completion of the entire Layout.

#### 17. CLUBHOUSE MEMBERSHIP

(a) The Purchaser/s shall pay to the Vendor **Rs. 1,75,000/- (Rupees One Lakh Seventy Five Thousand only)** by way of development charges for the development of Club House (hereinafter referred to as "**Club House Development Charges**") plus applicable taxes thereon as mentioned in **Annexure "D"**.

(b) The Purchaser/s shall also pay to the Vendor **Rs. 25,000/- (Rupees Twenty Five Thousand only)** towards **Club House Corpus Fund Contribution** (plus all applicable taxes, if any) as mentioned in **Annexure "D"** to this Agreement. The Club House Corpus Fund Contribution mentioned herein is non-refundable and is a one-time charge. The Vendor will pay over to the Association/Apex Body the said amount of Club House Corpus Fund Contribution received from the Purchaser/s to the Association/Apex Body, without any interest, at the time management of the Club House is handed over to the Association/Apex Body after completion of the Layout or earlier. The Association/Apex Body shall hold the said Club House Corpus Fund as corpus for the Club House.

(c) The Purchaser/s shall pay annual subscription and applicable usage charges with applicable taxes thereon to the Promoters, as prescribed from time to time and also abide by rules and regulations framed by the Promoters or the Association/Apex-Body or its nominated agency for management of the Club House (as the case may be). It is further expressly agreed and understood that the Club House shall be used by the Purchaser/s or occupiers of the residential flats in the Layout and is for the exclusive beneficial use of the Purchasers/occupiers of such residential flats only and no other person/s.

(d) Bonafide guests of such purchasers/occupants may be permitted (if the management of the Club House so decides) to use the Club House along with them on such terms and conditions as the management of the Club House may decide from time to time.

(e) The membership of the Club House shall be in the name of the Purchaser/s of the said Residential Flat only (i.e. no corporate membership). However, if the owner of the said Residential Flat is other than an individual, it will be required to nominate the occupier of the said Residential Flat, who, while in occupation of the said Residential Flat will be entitled to use the Club House.

(f) The Purchaser/s understands and accepts that the membership of the Club House is an amenity and an integrated part of purchase of the said Residential Flat. Its each member



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shall have the right of use the Club House and its facilities on observance of rules and regulations of the Club House. No right or lien of any nature whatsoever will be created or deemed to be created in favour of members, in respect of either the fixed or movable assets of the Club House.

(g) The lessees/tenant of the purchaser/s of the residential flats within the Layout shall be eligible for temporary membership of the Club House. However, such occupier may be charged extra for usage of the Clubhouse at the discretion of the Promoters or other management of the Club House.

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(h) The detailed terms and conditions of membership and rules and regulations governing the use of the Club House facilities will be formulated and circulated in due course before the Club House is made operational. The Purchaser/s shall abide by these rules and regulations as amended from time to time.

(i) The Club House will be managed, operated and maintained initially by the Maintenance Company till the formation of the Association/Apex Body. Once the Association/Apex Body is formed, the Club House will be managed by the Association/Apex Body. The operational costs/charges of the Club House will be included in the Maintenance Charges and be as determined from time to time by the Maintenance Company/ the Association/Apex Body, as the case may be.



#### 18. FORMATION OF ASSOCIATION / MEMBERSHIP OF ASSOCIATION:

(a) The Purchaser/s are aware and acknowledge that the development of the residential Towers is a part of the said Layout and this Agreement is entered into by the Promoters and the Purchasers on the specific understanding that, it shall be at the discretion of the Promoters to decide the nature of the Association, whether to form a society or a company of which the purchasers of the premises in the said Towers shall become members or to submit the premises in the said Towers to the provisions of the Maharashtra Apartment Ownership Act, 1970. In the event the Promoters decide to submit the said Land and buildings constructed thereon to the provisions of the Maharashtra Apartment Ownership Act, 1970, the Promoters shall make and register the necessary declaration for the same under that Act and shall execute individual Deeds of Apartment in favour of the purchasers of residential flats and other premises in the said Tower and accordingly a Deed of Apartment will be executed in favour of the Purchaser/s in respect of the said Residential Flat as contemplated under that Act and the Purchaser/s shall join the execution thereof.

(b) The Purchaser/s along with other purchaser/s of residential flats and other premises in the said Layout and/or on the said Land including the said Project shall join in forming and registering a Society or a Limited Company to be known by such name as the Promoters may

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decide and for this purpose also from time to time sign and execute the application for registration and/or membership and other papers and documents necessary for formation and the registration of such Society or Limited Company and for becoming members, including the bye-laws of the proposed Society or Association or Memorandum of Association of such company and duly fill in, sign and return to the Promoters within 7 (seven) days of the same being forwarded by the Promoters to the Purchaser, so as to enable the Promoters to register the said organization of such purchasers as contemplated under RERA. No objection shall be taken by the Purchaser/s if any changes or modifications are made in the draft bye-laws, or the Memorandum and or Articles of Association, as may be required by the Registrar of Co-operative Societies or the Registrar of Companies, or any other competent authority as the case may be.

(c) The Promoters at their own discretion may form a single Association or more than one Association in the Layout and/or in respect of the said Land. Provided however a separate Association shall be formed or the purchasers of residential flats shall be made members of an existing Association by the Promoters within three months from the date on which 51% (fifty one percent) of the total number of flats in a building have been booked by purchasers. Provided further that the management and affair of the Towers shall be undertaken by such Association only after the administration of the Tower/s is handed over to the Association.

(d) If the Promoters choose to form more than one Association the Promoters shall form an Apex Body either as a federation of separate and independent co-operative housing societies or companies or any other legal entity or a holding company of separate and independent co-operative housing societies or companies or any other legal entities, by submitting an application to the registrar for registration of the co-operative society or the company to form and register an Apex Body in the form of Federation or Holding entity consisting of all such entities in the Layout formed as per clause 18 (c) above. Such application shall be made within a period of three months from the date of the receipt of the occupation certificates of the last of the building which was to be constructed in the Layout.

#### 19. TRANSFER OF TITLE: -

(a) The Purchaser/s hereby agree and irrevocably consent that the Promoters are to take steps and shall be required to transfer the said residential Tower/s (excluding the basements/Podiums) in favour of the Association within three months from the date the full occupation certificate for all the said Tower/s is issued by MCGM.

(b) The Promoters will transfer and convey the basements and/or podiums and other structures for amenities and facilities to be constructed on the said Specified Land and/or the said Land to the Association/Apex Body on completion of development of the entire Layout and receipt of occupancy certificates to the last of the building or wing in the Layout.



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(c) Even if the Conveyance of the said Specified Land and building thereon is executed in favour of such Association/Apex Body, the Vendor will not be bound to hand over possession of the said Residential Flat to the Purchaser/s or to the Association until all the amounts which are due and payable by the Purchaser/s to the Vendor under this Agreement or otherwise are paid along with interest, if any. The Promoters shall have lien on the said Residential Flat for unpaid price along with interest, if any, payable to them as also for any other amount payable by the Purchaser/s to the Promoters. Till such amount with interest, if any, is paid to the Vendor, the Purchaser/s or the Association will not be entitled to possession of the said Residential Flat and the possession of the Vendor shall continue till then.

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(d) The Association/Apex Body shall be liable to maintain, repair, renovate, reconstruct, re-build, on the said Specified Land the electric sub-station, drainage line, electric cables, common water pipeline, or any other common facilities to be used and enjoyed by the occupants of the buildings constructed thereon.

(e) Each of the purchaser/s shall hand over the e-waste generated to MPCB (i.e. Maharashtra Pollution Control Board) approved dismantler or recycler or shall return the waste to the pick-up or take back services provided by the producers under extended producers responsibility as per E-Waste (Management and Handling) Rules 2011 or any statutory modification or re-enactment. The liabilities shall arise to do so from the date the Purchaser/s is/are offered the possession of his/her/their Residential Flat.



(f) The name of the said Project is "Vicinia" and the same shall not be changed by the Association/Apex Body. It is clarified that, the Promoter/s shall never be liable or required to pay any transfer fees and/or any amount, compensation whatsoever to the Association in respect of the sale or transfer of the unsold premises or resale of any premises in the event of cancellation of earlier sale, even after the Conveyance with respect to the said Land and structures thereon.

## 20. MORTGAGE:

- (a) The Purchaser/s hereby declare/s and confirm/s that the Vendor has prior to the execution hereof, specifically informed the Purchaser/s that: -
- (i) Each of the Promoters including the Vendor may have an arrangement with certain Banks, Financial Institutions, Housing Finance Companies, NBFCs, Fund Houses etc. (hereinafter collectively referred to as "**the said Banks**"), under which the said Bank would grant a line of credit to the Promoters including the Vendor. For the purpose of raising finance, each of the Promoters including the Vendor shall be entitled to create mortgage and/or charge on their respective share in the Project and/or the said Land and/or the residential flats and/or securitization of the receivables therefrom in respect of the residential flats allocated to them respectively. The Vendor is entitled to raise finance by securitization of its receivables for the flats allocated to it and the Purchaser has/have given and granted

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his/her/their/its specific and unqualified consent and permission to the Vendor for doing the same;

(ii) The title deeds relating to the said Land described in the Third Schedule hereunder written may have been deposited with the said Banks as security (along with other securities) for repayment of the loans already advanced and which may be advanced hereafter by the said Banks to the said Promoters under the said line of credit arrangement; and

(iii) In the event the Vendor has availed any project finance from the said Banks and created any charge on the said Residential Flat, then, the said Vendor shall provide a NOC issued by the said Bank or procure the same and provide a copy thereof to the Purchaser/s.

(b) The Promoters specifically reserve their right to offer their respective share right title and interest in the said Land along with the construction thereon or any part thereof (save and except the said Residential Flat), as security (including by way of a mortgage or charge) to any other credit/financial institution, bank or other person/body, who has advanced or may hereafter advance credit, finance or loans to the Promoters, and the Purchaser/s has/have given and granted his/her/their/its specific and unqualified consent and permission to the Promoters for doing the same.

21. The Purchaser/s hereby irrevocably and unconditionally declare/s, agree/s; undertake/s, covenant/s, confirm/s and assure/s that he/she/they/it shall, if and whenever requested by the Promoters hereafter in this regard, and within 7 (seven) days of receiving the Promoters' written intimation in this regard, sign, execute and give to the Promoters, in such form as may be desired by the Promoters, any letter or other document recording his/her/their/its specific, full, free and unqualified consent and permission for the Promoters offering and giving the said Land and/or the said Tower and/or the other buildings and structures proposed to be constructed on the said Land by the Promoters or any part thereof (save and except the said Residential Flat as security in the manner mentioned hereinabove. It is expressly clarified, agreed and understood that strict compliance of this condition on the part of the Purchaser/s shall be of the essence of this Agreement, and that on the basis of the declaration, agreement, undertaking, covenant, confirmation and assurance made/given by the Purchaser/s herein, the Promoters have entered into this Agreement.



**22. STAMP DUTY AND REGISTRATION OF THIS AGREEMENT:**

(a) This Agreement will be executed and registered in favour of the Purchaser/s upon receipt of all payments then due and payable by the Purchaser/s to the Vendor.

(b) The stamp duty, registration charges, legal fees and all other costs incidental to the execution of this Agreement and any other documents to be executed in pursuance thereof including the transfer/conveyance of the said Land and/or the buildings to the Association shall be borne and paid by the Purchaser/s alone.

(c) The Purchaser/s shall lodge the original hereof for registration with the concerned Sub-Registrar of Assurances at Mumbai within 15 (fifteen) days from the date hereof and the Vendor or their duly authorized agents shall attend such office and admit execution thereof.

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(d) In the event of any stamp duty, registration charges or any other tax, levies, cess, statutory charges etc. including GST becoming due or payable at any time before the Conveyance of the said Specified Land and buildings to the Association mentioned in an earlier clause or in respect of Deed of Apartment if any, to be executed in favour of the Purchaser/s as mentioned above, the Purchaser/s shall deposit with the Vendor the amount proportionately or actually chrcndup in respect of the said Residential Flat before the Vendor gives possession of the said Residential Flat or any time thereafter.

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~~23. THE PURCHASER/S HIMSELF/THEMSELVES AND WITH INTENTION TO BIND ALL PERSONS INTO WHOSOEVER HANDS OVER THE SAID RESIDENTIAL FLAT MAY COME, HEREBY COVENANT/S WITH THE PROMOTERS AS FOLLOWS: -~~

(a) The Purchaser/s shall not use the said Residential Flat or permit the same to be used for any purpose other than residential use or for any purpose which may or is likely to cause nuisance or annoyance to the occupiers of other residential flats or for any unauthorized or illegal or immoral purposes/ in violation of any provision of law applicable thereto. Further, the Purchaser shall not use or permit the same to be used for any purpose other than permissible Purchaser shall not use or permit the same to be used for any purpose other than permissible under any law for the time being in force;



(b) The Purchaser/s shall not store in the said Residential Flat and/or the Car Parking Space and/or within the Common Areas of the Layout, any goods which are of hazardous, combustible or dangerous nature or are so heavy as to cause danger to the construction or structure of the Towers or storing of which goods is objected to by the concerned local / other authority/ Association / Promoter/s;

(c) The Purchaser/s shall not carry or cause to be carried heavy goods, which may damage or likely to damage the staircase, common passage or any other structure of the Towers and the said Residential Flat; including entrances of the Towers in which the said Residential Flat is situated and in case any damage is caused to the Towers in which the said Residential Flat is situated or to any residential flat on account of negligence or default of the Purchaser/s in this behalf, the Purchaser/s shall be liable for the consequences of the breach;

(d) The Purchaser/s shall not hold MCGM liable for failure of mechanical parking system/car lifts, if any. The Purchaser/s shall not hold MCGM responsible if at all there is inadequate maneuvering space for car parking or parking in common areas;

(e) The Purchaser/s shall not without the written permission of the Promoter/s or their authorized agent, make any additions or alterations in the said Residential Flat and / or Balconies / Terraces and/or Car Parking Space or cause any damage to or nuisance in the Project in any manner and shall keep the portion, sewers, drains and pipes in the said Residential Flat and the appurtenances thereto in good tenable repair and condition, and in particular, so as to support shelter and protect the other parts of the Towers in which the said Residential Flat is situated and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC, Parris or other structural members in the said Residential Flat / Towers without the prior written permission of the Promoters and/or the Society or the Limited Company. If the alteration/addition requires any permission from the

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(p) Not to affix any grill(s) fixture(s), pot(s), plant(s), or any other object(s) whatsoever, outside the window(s) and/or main door of the said Residential Flat, other than what has been provided by the Promoters at the time of possession of the said Residential Flat;

(q) Not to do or permit to be done any act or thing which may render void or voidable any insurance of the Specified Land or the Project in which the said Residential Flat is situated or any part thereof or whereby any increased premium shall become payable in respect of the Towers and / or the said Residential Flat;

(r) Not to let, sub-let, transfer, assign or part with the said Residential Flat, interest or benefit of this Agreement or part with the possession and/or personal license of the said Residential Flat until (i) the entire Sale Consideration and all the dues payable by the Purchaser/s to the Vendor under this Agreement are fully paid up and (ii) the Promoters have in writing permitted to the Purchaser/s to do so which permission the Promoters may give only if the Purchaser/s has/have not been guilty of breach of or non-observance of any of the terms and conditions of this Agreement;

(s) The Purchaser/s shall at all times co-operate with the other purchasers/occupiers of the other residential flats inside the Project, for the purpose of management and maintenance of the said Residential Flat, Car Parking Space, Common Areas and the Towers;

(t) To maintain the said Residential Flat at his/her/their own costs as a prudent person in good and reasonable condition;

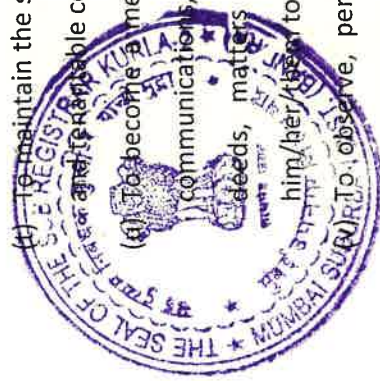
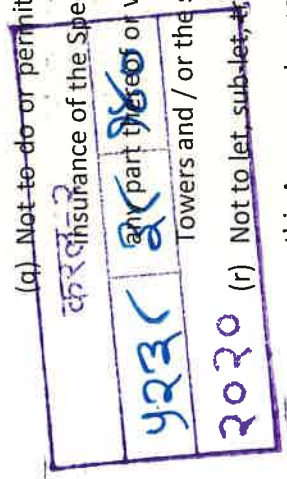
(u) To become a member of the Association and from time to time sign all letters, writings, communications, applications forms and registration documents and to do all other acts, deeds, matters and things as the Promoters and/or the Association shall require him/her/them to do;

(v) To observe, perform and comply with all the bye-laws, rules and regulations of the Association/Apex Body;

(w) To pay to the Promoters within 14 (days) days of demand by the Promoters, his/her/their share of security deposit charges / premium demanded by the concerned local authority or Government for giving water drainage, electricity or any other service connection to the Tower in which the said Residential Flat is situated;

(x) To bear and pay increase in, local taxes, water charges, insurance and such other levies, if any, which are imposed by the concerned local authority, and/or Government and/or other public authority, on account of change of use of the said Residential Flat by the Purchaser/s, viz. use for any purpose other than for residential purpose;

(y) To observe and perform all the rules and regulations which the Association may frame at its inception and the addition, alterations or amendments thereof that may be made from time to time for protection and maintenance of the Towers and the said Residential Flat and on the observance and performance of the Building Rules, Regulations and Laws for the time being of the concerned authority / authorities. The Purchaser/s shall also observe and perform all the stipulations and conditions laid down by the Association regarding the occupation and use of the said Residential Flat including to pay and contribute regularly and punctually towards all applicable taxes, duties, levies, cesses, statutory charges, shared expenses including GST or other outgoings fixed by them;



The amounts of deposits and outgoings payable of the residential flats and premises in the Project have been fixed provisionally by the Promoters and the Purchaser/s shall be bound by the same. The Promoters/Association may revise and re-fix the amounts payable by the various residential flats. The excess of collections, if any, by the Promoters over the outgoings shall be paid over by the Promoters to the Association on execution of Conveyance of the said Land to it as if it constituted a part of the deposit collected under this clause, subject to accounting adjustments, if any. If the amount of monthly maintenance charges fixed by the Promoters is found to be short, the Purchaser/s shall pay to the Promoters such revised amount as may be fixed by the Promoters, failing which the same shall be considered as breach of this Agreement by the Purchaser/s;	980
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- (z) The amounts of deposits and outgoings payable of the residential flats and premises in the Project have been fixed provisionally by the Promoters and the Purchaser/s shall be bound by the same. The Promoters/Association may revise and re-fix the amounts payable by the various residential flats. The excess of collections, if any, by the Promoters over the outgoings shall be paid over by the Promoters to the Association on execution of Conveyance of the said Land to it as if it constituted a part of the deposit collected under this clause, subject to accounting adjustments, if any. If the amount of monthly maintenance charges fixed by the Promoters is found to be short, the Purchaser/s shall pay to the Promoters such revised amount as may be fixed by the Promoters, failing which the same shall be considered as breach of this Agreement by the Purchaser/s;
- (aa) That the Purchaser/s agrees that the Purchaser/s shall from time to time sign all relevant applications, papers, documents, and do all the acts, deeds and things in pursuance to the transaction as the Promoters may require for safeguarding the interests of the other purchaser/s of residential flat(s) of the Towers including the Purchaser/s. It is further agreed that the Purchaser/s shall ensure that in the event the Purchaser/s gives possession of the said Residential Flat(s) to any third party as envisaged under Clause 13 (a) above by way of Conveyance or otherwise, such person shall from time to time, sign all applications, papers and documents and do all other acts, which the Promoters may require for safeguarding the interests of the other purchaser/s of the residential flat(s) of the Towers;
- (bb) The Promoters have furnished to the Purchaser/s the particulars of estimated outgoings of the said Residential Flat;
- (cc) The Purchaser/s give their express consent to changes in project timelines, sanctioned plans, layout plans, specifications of the buildings or Common Areas in the Project which is required to be made by the Promoters in compliance of any direction or order issued by the competent authority or statutory authority.
- (dd) The Purchaser/s has represented and warranted to the Vendor that they/it has/have the power and authority to enter into and execute this Agreement;
- (ee) The dry and wet garbage shall be separated, and the wet garbage generated in the Towers shall be treated separately on the said Land by the residents/occupants of the Towers in the jurisdiction of MCGM.



**24. THE PROMOTERS HAVE INFORMED THE PURCHASER/S AND THE PURCHASER/S IS/ARE AWARE THAT AND THE PURCHASER/S DO/DO HEREBY DECLARE/S, CONFIRM/S AND COVENANT/S WITH THE PROMOTERS AS UNDER: -**

- (a) The Promoters may develop the said Specified Land along with the said Larger Property as an extended development of the said Project, in one or more phases.
- (b) The Promoters have appointed M/s Nuevo Consultancy Services Private Limited (NCSPL) as Project Management Consultant (PMC) and Principal Marketing Agent (PMA) for assisting, facilitating and coordinating in the management, planning, supervision, marketing and sales management of the said Project and Promoters shall be solely responsible for all obligations and liabilities of promoter under RERA or any applicable Law.

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(c) The Promoter shall use Shapoorji Pallonji brand to promote the project in terms of the PMA. Shapoorji Pallonji And Company Pvt. Ltd., is the construction contractor of the Project.

(d) The Promoters will be entitled to amalgamate or sub-divide the said Specified Land and/or the said Land and/or the said Larger Property along with any other adjoining property or Properties as the Promoters may desire or deem fit in their absolute discretion.

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(e) The Promoters shall deposit the Sale Consideration in a separate account as required under RERA.

(f) The Promoters has lawful rights and requisite approvals from the competent authorities to carry out development of the said Project and shall obtain requisite approvals from time to time to complete the development of the said Layout.

(g) The Promoters shall be entitled to take benefit of any approval of development rights which may become available in respect of the said Specified Land to any other property or properties either adjoining the said Specified Land or otherwise as may be permissible in law and the Purchaser/s shall neither claim any right thereto nor object or dispute the same in any manner whatsoever.

(h) It is agreed between the parties that the right of the Purchaser/s shall be restricted only to the said Residential Flat and the Car Parking Space agreed to be allotted to the Purchaser/s and the Purchaser/s shall have no right to any space or any area or areas outside the Towers in which the Purchaser/s has agreed to acquire the said Residential Flat and the same shall continue to belong to the Promoters.



(i) Notwithstanding what is contained herein to the contrary, the Purchaser/s do hereby irrevocably authorise the Promoters to submit any revised plan for the purpose of making any amendment, change or modification in the building Plans in respect of the Towers in which the Purchaser/s has/have agreed to purchase the said Residential Flat as provided in the RERA and MOFA as the Purchaser/s is/are aware that the Promoters have balance Floor Space Index (FSI) and/or development rights in respect of the said Land and/or the said Specified Land and/or the said Larger Property and/or the Promoters may become entitled to any additional development rights or FSI in future and the Promoters intend to construct either additional floor or floors, annex structures or additional wings/ Towers and/or deal with the said additional development rights or FSI in the manner it deems fit and the Purchaser/s shall have no objection or dispute regarding the same in any manner whatsoever.

(k) The TDR and /or the Development Right Certificate ("DRC") which may be at any time issued for the said Larger Property (including the Specified Land) or any part thereof or arising out of development of the said Specified Land shall always belong to the Promoters. The Purchaser/s or the Association will not have any share, right, and title, interest or claim therein. The Promoters shall be entitled to sell, dispose of or alienate the TDR and/or DRC of the said Larger Property including the said Specified Land or any part thereof to any person or persons of their choice. The price or consideration received by selling, transferring or alienating such TDR, DRC shall always belong absolutely to the Promoters. The Purchaser/s or the Association will not have any share, right, title, interest or claim therein.

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The Purchaser/s or the Association will not have any share, right, title, interest or claim therein.		

(l) The Promoters shall be at liberty to sell, convey and transfer or otherwise deal with all other flats/units/premises and spaces in the said Tower or otherwise deal with its right, title and interest in the said Land and/or in the said Tower in any manner it may deem proper. The Promoters may sell, transfer or assign all their rights, title and interest in the said Land or any part thereof (subject to the rights and interests created in favour of the Purchaser) including in respect of the unsold residential flats in the said Tower but without in any manner affecting the Purchaser's rights.

(m) The Promoters shall be entitled to seek extension for Project completion in terms of Section 6 of RERA read with Rule 7 of Maharashtra Rules.



## 25. MAINTENANCE OF THE SAID RESIDENTIAL FLAT:

(a) The Purchaser/s shall become a member of the Association subject to the Vendor handing full and final Sale Consideration and all other amounts have been paid by the Purchaser/s under this Agreement. The Purchaser/s shall observe and abide by all the bye-laws, rules and regulations prescribed by the Association in regard to ownership or enjoyment of the said Residential Flat, Car Parking Space and Common Areas and common amenities facilities in the said Layout including the said Project.

(b) Upon completion of the Layout and until the formation of the Association/Apex Body for the entire Layout, the Promoters will either maintain the Project by themselves OR hand over its management for maintenance to the Maintenance Company. It is a condition precedent of this Agreement that the Purchaser/s shall be required to execute a separate agreement ("Maintenance Agreement") with the Promoters or the Maintenance Company nominated by the Promoters for providing certain maintenance services in the Project/Layout and the Tower in which the said Residential Flat is located. The maintenance services, maintenance charges etc. and other terms and conditions shall be incorporated, in detail, in the Maintenance Agreement. The same is unconditionally agreed to by the Purchaser/s.

(c) For the enjoyment and maintenance of the common areas and facilities in the Towers and the Common Areas and the common amenities facilities of the Project/Layout, the Purchaser/s shall be liable to pay per month the proportionate Maintenance Charges of such area and facilities as may be fixed by the Maintenance Company/Association from time to time. The

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Maintenance Charges shall become payable from the Possession Date. In case the Purchaser fails to pay any amount payable to the Maintenance Company/Association:

करल-३(i) The Purchaser shall not be entitled to avail any maintenance services; (ii) For any delayed payment, the Purchaser shall be liable to pay interest @ 15% per annum with quarterly rests.

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३०३० (d) The Maintenance Company/Association shall have the right to adjust the unpaid amount from the Interest Free Advance Maintenance Charges as mentioned in Annexure "D" (hereinafter referred to as "Advance Maintenance Charges"). Advance Maintenance Charges shall mean:

(i) Interest free Advance Maintenance Charges that shall be paid by the Purchaser/s to the Vendor within the due date to be mentioned in the Possession Notice.  
(ii) The Advance Maintenance Charges shall be used by the Vendor/Maintenance Company/Association for repair of Common Areas, facilities and equipment provided in the Project. Notwithstanding the above, the Vendor reserves the right to utilize this deposit towards adjusting any unrealizable dues from the Purchaser/s.

(iii) The unused portion of the Advance Maintenance Charges shall be transferred to the Maintenance Company/Association as and when desired by the Association.

(e) Except in respect of the maintenance of the Club House, the area of the said Residential Flat as mentioned herein shall be used for determining the proportionate distribution amongst the various Purchasers in the said Towers of any taxes, maintenance charges, expenses or deposits to be levied / incurred or to be incurred on the said Towers.

(f) The possession of the Common Areas and the common amenities and facilities shall remain with the Promoters whose responsibility shall be to supervise either directly or through a Maintenance Company, the maintenance and upkeep of the same until the same is handed over or offered to be hand over by the Promoters as per applicable laws or directions of the Government/ Statutory body, to the Association/Apex Body. The Promoters responsibility towards maintenance and upkeep of the Towers, the Common Areas and the common amenities and facilities shall cease within 15 days from the date of which the Layout is handed over/ offered to be handed over to the Association/Apex Body. It is in the interest of the Purchaser/s to help the Promoters and the Maintenance Company in effectively keeping the said Residential Flat(s) and the Tower/s secured in all ways. The Purchaser/s hereby agrees and accepts that for security reasons, the maintenance agency shall be at liberty to enforce a framework of guidelines to be followed and observed by the occupants/visitors to the Tower/s. However, it has been made clear to the Purchaser/s that the entire internal security of the said Residential Flat shall be sole responsibility of the Purchasers/occupants and the Promoters or the maintenance agency shall not be responsible for any theft, loss or damage suffered by the Purchasers/occupant due to any security lapse within and in respect of the said Residential Flat hereby agreed to be purchased by the Purchaser/s. Commencing a week after a written notice is given by the Promoter to the Purchaser/s that the said Residential Flat is ready for use and occupation, the Purchaser/s shall be liable to bear and pay the



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proportionate share (i.e. in proportion to the Carpet Area of the said Residential Flat) of all the outgoing in respect of the said Residential Flat, including repairs to the exterior and interior of the Tower/s (but excluding the interior of the said Residential Flat) hereby agreed to be sold to the Purchaser/s), the assessments, taxes, cesses, charges, levies including GST and other amounts payable to all Government, Semi-Government, Local and Public Bodies and Authorities, water charges, insurance premia, maintenance and repairs of common lights, common passages/corridors, staircases, water pumps, and all other common areas, amenities and facilities, sanitary and water connections, salaries of clerks, bill collectors, watchmen and sweepers, and all other costs and expenses necessary and incidental to the management, maintenance, repairs and preservation of the said Tower. Until the Association is formed and registered and the said Specified Land is transferred to it as aforesaid, the Purchaser/s shall pay into a bank account designated by the Promoters such proportionate share of the outgoing as may be determined by the Promoters from time to time, in its sole, absolute and unfettered discretion, and the decision of the Promoters in this regard shall be conclusive, final and binding on the Purchaser/s. The Purchaser/s further agree/s, undertake/s and covenant/s that till the Purchaser's/Purchasers' share is so determined, the Purchaser/s shall pay to the Promoter a provisional contribution as mentioned in herein below payable in advance on at monthly/ quarterly / yearly basis towards the outgoing, plus all increases thereto as may be determined by the Promoters from time to time. The amount 50 paid by the Purchaser/s to the Promoters shall not carry any interest and remain with the Promoters till such time the same is transferred in favour of the Association. The Purchaser/s agree/s to undertake/s and covenant/s to pay and discharge such provisional contribution within (seven) days of intimation by the Promoters / the Maintenance Company by way of cheques and shall not withhold the same for any reason whatsoever. The provisional contribution is subject to change as per the actual expenses incurred and the Purchaser(s) not object to any such increase in the provisional contribution.



(g) It is expressly clarified, agreed and understood between the parties hereto that the Purchaser/s and/or Association shall be liable to bear and pay to the Promoter the proportionate share of all the outgoing in respect of maintenance and upkeep of all the Common Areas and facilities including the internal roads and Club House till the completion of the development of the Project Property.

**(h) Maintenance Agency:**

(i) The Purchaser(s) shall pay, as and when demanded, the Maintenance Charges including Maintenance Security Deposit for providing, maintaining and up-keep of the Tower/s, Common Areas and common amenities and facilities and other deposits and charges for the various services therein, as may be determined by the Promoter or the Maintenance Company appointed for this purpose, as the case may be. The appointment of the Maintenance Company will be at the sole discretion of the Promoters and the Purchaser(s) shall abide by the decision of the Promoters and effect the payment.

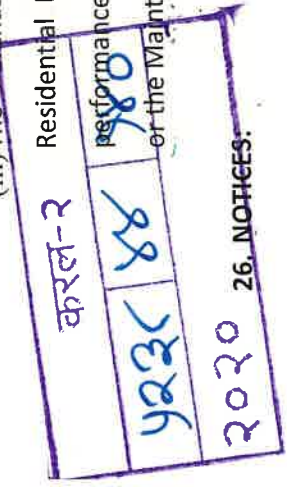
(ii) The Purchaser(s) upon taking possession of the said Residential Flat agree/s to enter into a Maintenance Agreement with the Promoters or Maintenance Company for the maintenance and upkeep of the Towers and the Purchaser(s) undertake/s to pay the

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Maintenance Charges as raised by the Promoters/Maintenance Company from the date as mentioned in Clause 12(e) and use granted by the competent authority on pro-rata basis irrespective of whether the Purchaser(s) is in occupation of the said Residential Flat or whether the work is still going on in adjacent towers/buildings and infrastructure facilities including Club House.

(iii) The Purchaser(s) agree/s and understand/s that the right of entrance to the said Residential Flat shall be subject to the payment of the Maintenance Charges and performance of all the covenants of these presents or as may be imposed by the Promoter or the Maintenance Company appointed by the Promoter from time to time.



(a) The Purchaser/s represent that their/their respective complete and correct address(es) are given in sub-clause (b) below. It shall be the Purchaser/s responsibility to inform the Promoters by registered post acknowledgement due about all subsequent changes, if any, in their address(es), failing which all demand notices and communications posted at the said registered address(es) as mentioned in sub-clause (b) below shall be deemed to have been received by him/her/them at the time when those should ordinarily reach at such address(es) and the Purchaser/s shall be responsible for any default in payment and other consequences that might occur therefrom. Any notice, or letter of communication to be served on a Party or other Party shall be sent by prepaid recorded delivery or registered post or by email or letter signed and sent by Fax at the address shown in sub-clause (b) and shall be deemed to have been served on the addressee within 4 days of posting or 24 hours if sent by fax or by electronic mail.



(b) All notices to be given by any Party to the other whether hereunder or otherwise shall be given in writing and signed by the Party giving it. Such notice shall be served by sending by fax to the fax number set forth below or delivering by e-mail or sending by courier or by post as mentioned in sub-clause (a) above to the address set forth below in respect of each Party:

A. The Vendor : Paikar Real Estates Private Limited  
Attention : Mr. Yogesh Dave  
Address : SP Centre, 41/44, Minoo Desai Marg, Colaba, Mumbai  
400 005  
Contact : + 91-022-67490000  
E-mail : yogesh.dave@shapoorji.com

B. Confirming Party : Forbes & Company Limited  
Attention : Mr. Pankaj Khattar  
Address : Forbes Building, Charanjit Rai Marg, Fort,  
Mumbai - 400 001, Maharashtra  
Contact : + 91-22 - 61358900  
E-mail : Pankaj.khattar@forbes.co.in

C. Purchaser/s : Ms. Purvi Dilip Jain & Mr. Arpit Achha  
Attention :  
Address : Flat No. 1, Building No. 2, Plot B, Mount View CHS,  
Bhavani Nagar, Marol Maroshi Road, Andheri (East),  
Mumbai - 400059, Maharashtra, India  
Contact : 7708953656, 8828228824  
E-mail : achha.arpit@gmail.com

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## 27. DISPUTE RESOLUTION

Any dispute between the parties shall be settled amicably. In case of failure to settle the dispute amicably, this shall be referred to the MAHARERA Authority as per the provisions of the RERA, Rules and Regulations thereunder.

## 28. TERMINATION AND CONSEQUENCES:

### (a) Termination by Purchaser/s On Delay of Possession: -

Subject to what is stated under clause 12 of this Agreement the Purchaser/s shall be entitled to terminate this Agreement if the possession of the Residential Flat is delayed by the Vendor beyond the Possession Date by giving a termination notice of 15 (fifteen) days. Upon the expiry of the aforesaid period of 15(fifteen) days, all the right title and interest of the Purchaser/s in the said Residential Flat and/or this Agreement shall automatically come to an end and the Vendor shall be entitled to sell the said Residential Flat at such consideration and on the terms and conditions to such other person or party as the Vendors may in their absolute discretion deem fit. The Vendor shall in such an event be liable to refund within 1 (one) month from the date of expiry of the 15 days' notice the entire Sale Consideration along with Interest on the amounts received from the date such amounts were received from the Purchaser/s. Provided however the Purchaser/s shall simultaneously against the receipt of the refund, execute and register such documents and writings as may be required by the Vendor to provide valid discharges to the Vendor/Promoters.

### (b) Termination by Vendor:

- (i) In the event of the Purchaser/s committing a breach of any of the terms and conditions of this Agreement and pursuant to a written notice from the Promoter for rectification/remedy of the default, fail(s) to rectify such breach within a period of 15 (Fifteen) days to the satisfaction of the Vendor, the Vendor shall, without prejudice to any other rights and remedies that it may have, be at liberty to terminate this Agreement by giving termination notice in which event, the consequences set out below shall follow. The Purchaser/s shall cease to have any right or interest in the said Residential Flat and every part thereof and will cease to have benefits of this Agreement;

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(ii) The Vendor shall be entitled to sell the said Residential Flat at such consideration and on the terms and conditions to such other person or party as the Vendor may in their absolute discretion deem fit;

(iii) The Vendor shall within one month of the termination coming into effect, refund without interest to the Purchaser/s herein the amount paid by the Purchaser/s to the Vendor in pursuance of this Agreement after deducting therefrom the following:

a. 20% (twenty percent) of the Sale Consideration being the Earnest Money (paid/payable) of the said Residential Flat with applicable Taxes (which is to stand forfeited by the Vendor);

b. the brokerage cost incurred by the Vendor for selling the flat to the Purchaser/s for the said Residential Flat;

c. subvention cost (if the Purchaser(s) has opted for subvention plan) which the Vendor may incur either by way of adjustment made by the bank in installments or paid directly by the Vendor to the bank;

d. the amounts paid or payable till the date of termination towards interest on overdue and the statutory payments.

Provided however the taxes and outgoings, including GST, if any, already paid (including on the forfeited amount) or due and payable by the Purchaser/s in respect of the said Residential Flat up to the date of termination of this Agreement shall be borne by the Purchaser/s and the Promoters shall not be liable to refund/reimburse the same.



the amounts mentioned hereinabove shall be accepted by the Purchaser/s in full satisfaction of all his/her/its/their claims under this Agreement. However, if the total amount of deductions computed as mentioned in sub-clause (b)(iii) above is not realized by the Vendor, then the Purchaser/s shall be liable to pay the same within **21 days** of notice of demand in writing from the Vendor. In the event of delay in making this payment to the Vendor, the Purchaser/s shall be liable to pay the said amount with interest thereon.

(v) The Purchaser/s hereby agree/s and undertake/s to execute a Deed, Document or writing including the Cancellation Deed and to register it at his/her/its/their cost to record cancellation of this Agreement, before the Sub- Registrar of Assurances. If the Agreement is cancelled by the Vendor as mentioned herein and the balance amount, if any, payable by the Vendor, shall be paid to the Purchaser/s only upon the cancellation of this Agreement and/or receipt of the registered Cancellation Deed, Documents, and writings as may be required by the Vendor. All stamp duty and registration fee on such Cancellation Deed ("Cancellation Charges") shall be borne and paid by the Purchaser/s.

(vi) In the event of non-cooperation by the Purchaser/s in cancellation of this Agreement as aforesaid, the Vendor shall be entitled to file and register a Declaration with respect to termination and cancellation of this Agreement, before the Sub- Registrar of Assurances.

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(c) If the Purchaser/s has/have taken any financial facility from any financial institution or bank, then in that event the Purchaser/s agree/s that based on the terms of such loan, the balance amount referred to in (b)(ii) less the deductions made in (b)(iii) above would be paid over to the financial institution or bank and the Vendor will be entitled to take No Objection, and release of charge on the said Residential Flat, from such financial institution or bank directly to that effect without approaching the Purchaser/s. The financial institutions or banks shall take cognizance of this clause while issuing housing loan to the

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**29. OTHER TERMS:**

- (a) Entire Agreement: This Agreement constitutes and contains the entire agreement and understanding between the Parties with respect to the subject matter hereof and in case of any discrepancy and/or for the purposes of interpretation, the Clauses and/or Schedules of this Agreement shall have an over-riding effect.
- (b) Relationship of Parties: The Agreement is entered amongst the parties on principal to principal basis. This Agreement is not and shall not be deemed to constitute a partnership or joint venture or association of persons or contract of employment between the Parties. This Agreement is on a principal-to-principal basis and neither Party hereto is an agent of the other Parties. As mutually agreed, the intent is to implement two independent projects of Forbes and Paikar concurrently for the sake of convenience. Both Forbes and Paikar shall pay and bear the respective Income Tax and all other applicable taxes, duties, levies etc. on the amounts or other benefits received from the sale/lease or utilization of the saleable area allocated to them respectively.
- (c) Severability: If any term, covenant, condition or provision of the Agreement, or the application thereof to any person or circumstance, shall ever be held to be invalid or unenforceable, then in each such event the remainder of the Agreement or the application of such term, covenant, condition or provision to any other person or any other circumstance (other than those as to which it shall be invalid or unenforceable) shall not be thereby affected, and each term, covenant, condition and provision hereof shall remain valid and enforceable to the fullest extent permitted by law.



- (d) Jurisdiction: The Courts at Mumbai shall have exclusive jurisdiction.
- (e) The Purchaser/s has/have entered into this Agreement on the basis of the Carpet Area of the said Residential Flat mentioned in this Agreement subject to the provisions of Clause 8 and other provisions herein contained.

(f) The marketing collateral material/brochure of the Project and/or website of the Promoters and/or in any advertisement material published by the Promoters in any print or electronic media, the Promoters may have represented certain facilities, certain qualities of construction and pictures depicting the said Towers. The Purchaser/s is/are aware that these are

conceptual representations and that there may be changes in the actual elevation or façade of the Towers and/or amenities which may be provided by the Promoters to the Purchaser/s as listed in this Agreement in the **Annexure "E"** annexed hereto.

(g) The Purchaser/s will not make any claim due to such brochures and/or advertisement material published by the Promoters. In case of conflict between such marketing collateral material/brochures and/or advertised material on one hand and what is stated in this

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Agreement on the other hand, the representations made within this Agreement alone shall prevail.  
(h) The name of the Project and name of the Residential Towers therein shall not be changed without written consent of the Promoters.

(i) The Advocates and Solicitors of the Promoters shall prepare and/or approve as the case may be the Deed/s of Conveyance of Apartment and other supplemental documents to be executed in pursuance of this Agreement.

(j) The delay or indulgence on the part of the Vendor and/or the Promoters in enforcing any of the terms hereof, or any forbearance or giving of time shall not be construed as waiver on their part of any breach or non-compliance of any other terms and conditions hereof by the Purchaser nor shall the same in any manner prejudice any of the Vendor's and/or the Promoters' rights hereunder or otherwise under law.



(l) This Agreement constitutes the entire agreement between the parties and revokes and supersedes all previous correspondence or representatives between the parties, whether written oral or implied, if any, concerning the matters.

(m) That it is agreed between the Parties that save and except in respect of the said Residential Flat and the Car Parking Space agreed to be allotted to the Purchaser/s, the Purchaser/s shall have no claim, right, title or interest of any nature or kind whatsoever except right of ingress/ egress over or in respect other areas in the Tower including the indivisible open spaces and all or any of the Common Areas and all of the facilities meant and earmarked to cater to all purchaser/s of the residential flat(s). The Purchaser/s shall not hold MCGM liable for the Tower or Towers being deficient, if at all, in open space and on that basis, will not raise objection for neighbourhood development.

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(n) If the Tower or any part thereof in which the said Residential Flat is situated gets demolished and/or gets damaged on account of any Act of God including earthquake, riots, floods or any other natural calamity, act of enemy, war or other causes beyond the control of the Promoters, such losses and damages incurred to the Tower/s structure will be fully sustained by the Purchaser/s along with the other Purchasers and the Promoters shall not be responsible for such loss/damage. The Purchasers shall have to make good the loss so sustained by them.

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(o) The Promoters hereby reserve their right to give for the purpose of advertisement or by putting up hoardings or Neon Light hoardings etc. on any open spaces in the said Specified Land including on the terrace and compound walls for the said purpose on such terms and conditions as the Promoters may desire. The said right shall continue to subsist even after the execution of Conveyance in favour of the Association to be formed by the purchasers.

(p) If any Municipal rates, taxes, duties, levies, cesses, statutory charges, assessments etc. including GST are imposed on the said property due to such advertisements or hoardings put up on the open spaces or terraces or any other portion or compound walls of the said Specified Land, the same shall be borne and paid wholly by the Promoters. The Promoters shall be exclusively entitled to the income and profits that may be derived by the display of such advertisement, hoardings at any time hereafter. The Purchaser/s will not object to the same for any reason whatsoever and shall allow the Promoters, their agents, servants, etc. to enter into the said Specified Land including the said Land, the terrace and any other open spaces in the said Land for the purpose of putting and/or preserving and/or maintaining and/or removing the advertisements and/or hoardings. The Promoters shall be entitled to transfer or assign such right to any person or persons whom they may deem fit and the Association shall not raise any objection thereto.



(q) It is hereby made clear that the Promoters shall not be responsible for the consequences arising out of change in law or change or modification or enactment or reenactment, fresh interpretation of any law (State and Central), Rules, Regulations, Circulars, Notifications; and byelaws thereof.

(r) The Promoter intends to install/provide certain common amenities and facilities for the Project on designated areas of some or all the Towers constructed/to be constructed in the said Layout and/or on the said Land. Since these amenities and facilities will be common to the entire Project/Layout, the Purchaser(s) shall jointly with the purchaser(s) of other residential flats in the said Project/Layout, have right of access to such common amenities and facilities of the Towers.

(s) The Purchaser/s has/have been informed and hereby acknowledge(s) that the Promoters have availed/shall avail the installment payment facility in various payments to be made to MCGM / Government subject to the terms and conditions as laid down in the circular dated 17th September, 2019, issued by the MCGM in its circular No. CHE/DP/14770/GEN being the

(2)

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SR

said Circular. The Purchaser/s has/have been informed and hereby acknowledge(s) that there are relevant provisions in the said Circular about action that may be taken by MCGM against any default in payment of installment on the scheduled date.

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30- CONFIRMING PARTY		
2020		

It is hereby clarified that the Confirming Party has joined in its capacity as such in this Agreement only for the purpose of confirming this Agreement. The Purchaser shall exercise his/her/their/its rights, liabilities and have recourse under this Agreement only against the Vendor to the exclusion of the Confirming Party. However, in the event, any action is brought by the Purchaser against the Confirming Party under this Agreement, the Vendor shall indemnify the Confirming Party against all such claims.

### 31. GOVERNING LAWS:

This Agreement shall always be subject to the provisions of the RERA, the Maharashtra Rules, the MOFA and the MOFR as amended or any statutory modification from time to time.

**IN WITNESS WHEREOF** the parties hereto have hereunto set and subscribed their respective hands and signatures the day and year first hereinabove written.



### THE FIRST SCHEDULE ABOVE REFERRED TO

ALL THAT piece or parcel of non-agricultural land or ground situated lying and being on the Chattrapati Shivaji Marg in the Village of Chandivali in Greater Mumbai in the Registration Sub-District of Bandra District Mumbai Suburban, admeasuring **42,658.40 Square Meters** or thereabout and registered in the Books of the Collector of Land Revenue under Survey No. 6(Part) and Survey No. 7(Part) Hissa No. 1/C., and CTS No. 15A/1,15A/2, 15A/3 & 15A/4 (Old CTS No. 15A, 15C,15D,15E and 15F), 15B as shown on the plan hereto annexed.

On or towards the North by Plot bearing CTS No. 13.

On or towards the East by Plot bearing CTS No. 14 and partly by plot bearing CTS No. 11.

On or towards the South by Public Road.

On or towards the West by Public Road.



**THE SECOND SCHEDULE ABOVE REFERRED TO**

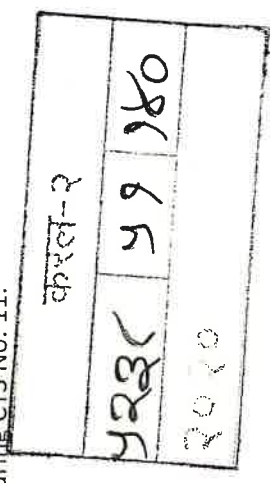
**ALL THAT** piece and parcel of land admeasuring **27,263.90 square meters**; or thereabouts forming part of the land more particularly described in the First Schedule herein above written and bearing Survey No. 6 (Part) and Survey No. 7 (Part) and CTS No. 15A/1,15A/2, 15A/3 & 15A/4 (Old CTS No. 15A, 15C,15D,15E and 15F) of village Chandivali shown hatched with green coloured lines on the Plan hereto annexed.

On or towards the North by Plot bearing CTS No. 13.

On or towards the East by Plot bearing CTS No. 14 and partly by plot bearing CTS No. 11.

On or towards the South by CTS 15B.

On or towards the West by Public Road.



**THE THIRD SCHEDULE ABOVE REFERRED TO**

**All that** piece and parcel of land having Survey No. 6 (part) and Survey No. 7 (part) and old CTS No. 15A, 15C, 15D, 15E, 15F and now New CTS No. 15A/1 admeasuring in 22,627.1 square meters or thereabouts situate lying and being at Chandivali Estate Road forming a part of the Larger Land (more particularly described in the First Schedule hereinabove) and bounded as follows:

On or towards the North by: Plot bearing CTS No. 15/A/4 (D.P. Road)

On or towards the South by: Plot bearing CTS No. 15/B and 15/A/2

On or towards the East by: Plot bearing CTS No.14 & partly by CTS No.11

On or towards the West by: CTS No.13



**THE FOURTH SCHEDULE ABOVE REFERRED TO**

Flat bearing No. **1302** located on the **13** habitable floor in Tower **D** in Project "**VICINIA**" to be constructed on the said Land described in the Third Schedule above referred to, having Carpet Area of **77.98** square metres or thereabouts (equivalent to about **839.38** square feet) attached Balcony admeasuring **4.49** square meters are equivalent to **48.33** square feet or thereabout along with the incidental right to use car parking space/s as mentioned hereunder.

Number of car parking spaces	Whether single/tandem
1	Single

*(Handwritten initials)*

*(Handwritten signature)*

SIGNED AND DELIVERED

By the within named "Vendor"

Paikar Real Estates Private Limited

by the hand of its

authorised Signatory Mr. **VAIBHAV RAUL**

pursuant to the resolution dated 21st January 2020

its Board of Directors"

in the presence of

- 1) Ramakant Tharwal
- 2) Anil Sheekshane

पत्रक-२
५२३८५२९४०
२०२०

SIGNED AND DELIVERED by the

within named Confirming Party

Forbes & Company Limited by the

hand of its authorized

Representative Mrs. **Aruna Kelkar**



pursuant to the resolution dated 7th January 2020

of its Board of Directors

In the presence of

- 1) Ramakant Tharwal
- 2) Anil Sheekshane



SIGNED AND DELIVERED  
By the within named "Purchaser/s"  
Ms. Purvi Dilip  
Mr. Arpit Achha




- in the presence of
- 1) Ramakant Tharwal
  - 2) Anil Sheekshane

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५२३८	५३	१४०
२०२०		

RECEIVED on or before the execution  
 Of these presents of and from the within named  
 Purchaser/s the sum of Rs.1,175,412/-  
 (Rupees Eleven Lakh Seventy Five thousand Four hundred Twelve Only)

Towards part of sale consideration within mentioned )  
 to be paid by him/her/them to us. )

**WE SAY RECEIVED,**  
**For Paikar Real Estates Private Limited**

Authorised Representative 



Vendor

Witnesses:

1. 
2. \_\_\_\_\_

Witnesses:

1. \_\_\_\_\_
2. \_\_\_\_\_



करल-२	
५२३८५४	१४०
२०२०	



Certified true copy of the resolution dated January 7, 2020 passed by the Board of Directors of the Company

“Resolved that in supersession to all the earlier resolutions any two of Mr. Mahesh Tahilyani- Managing Director, Mr. Nirmal Jagawat-Chief Financial Officer, Mr. Pankaj Khattar - Head Legal and Company Secretary, Mr. Rohit Jayakar - General Manager - Realty be and are hereby jointly authorized to sign on behalf of the Company allotment/cancellation letter(s) in respect of flats sold by the Company pertaining to its share in Project Vicinia and to do all such acts, deeds and things as may be required for any of the aforesaid purposes or for giving effect to this resolution.

Resolved further that, Mr. Mahesh Tahilyani - Managing Director, Mr. Nirmal Jagawat - Chief Financial Officer, Mr. Pankaj Khattar - Head Legal and Company Secretary, Mr. Rohit Jayakar - General Manager - Realty, Mr. Naresh Kashiramka - General Manager - Internal Audit, Mr. Shatrughan Rane - General Manager - Finance & Accounts, Mr. Vikram Nagar - Corporate Finance Controller, Ms. Aruna Kelkar- Deputy General Manager- Direct Taxation, Mr. Atul Sadawarte - Deputy General Manager - Human Resources, Ms. Sonal Gangwani - Sr. Manager - Legal, Mr. Prashant K Pradhan - Sr. Manager- Secretarial, Mr. Dhirendra Mishra - Sr. Manager - Internal Audit, Mr. Praful Talan - Manager-Property & Administration, Mr. Sanket Patel - Deputy Manager - Management Accounting and Mr. Milind Tamhane- Asst. Manager - Administration be and are hereby severally authorized to sign on behalf of the Company Sale Agreement(s), Agreement(s) to Sell and such other agreement(s)/ document(s) as may be required for registration of flats in Project Vicinia and to do all such acts, deeds and things and execute such documents as may be required for Project Vicinia or for giving effect to this resolution.

Resolved further that the copies of the foregoing resolution certified to be true copies by any Director, Company Secretary, Chief Financial Officer or any person(s).”

For Forbes & Company Limited

*Pankaj Khattar*

Pankaj Khattar  
Head Legal & Company Secretary

13 JAN 2020



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५२३८ ५५ १४०
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भारत सरकार-कॉर्पोरेट कार्य मंत्रालय  
कम्पनी रजिस्ट्रार कार्यालय, महाराष्ट्र, मुंबई

नाम परिवर्तन के पश्चात नया निगमन प्रमाण-पत्र

कॉर्पोरेट पहचान संख्या : L17110MH1919PLC000628

भारत FORBES GOKAK LIMITED

के मामले में, मैं एतद्वारा सत्यापित करता हूँ कि भारत  
FORBES GOKAK LIMITED

जो मूल रूप में दिनांक अठारह नवंबर उन्नीस सौ उन्नीस को कम्पनी अधिनियम 1956 की धारा 3 के अंतर्गत एक निगमन कम्पनी है  
forbes

के रूप में निर्गमित की गई थी, ने कम्पनी अधिनियम, 1956 की धारा 21 की शर्तों के अनुसार विधिवत आवश्यक विनिश्चय पारित करते हुए  
निश्चित रूप में यह सुचित करके की उसे भारत का ऑ. (पीए), कम्पनी 24.6.1985 956 की धारा A24200040 देता, भारत सरकार, कम्पनी कार्य  
विभाग, नई दिल्ली की अधिसूचना सं. सा. का. नि. 507 अ दिनांक एत. आर. एन. दिनांक 25/10/2007 के द्वारा  
FORBES & COMPANY LIMITED

हो गया है और यह प्रमाण-पत्र, कथित अधिनियम की धारा 23(1) के अनुसार में जारी किया जाता है।

यह प्रमाण-पत्र, मेरे हस्ताक्षर द्वारा मुंबई में आज दिनांक पच्चीस अक्टूबर दो हजार सात को जारी किया जाता है।



GOVERNMENT OF INDIA - MINISTRY OF CORPORATE AFFAIRS  
Registrar of Companies, Maharashtra, Mumbai

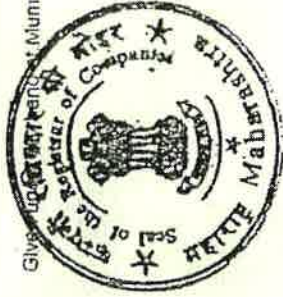
Fresh Certificate of Incorporation Consequent upon Change of Name

Corporate Identity Number : L17110MH1919PLC000628

In the matter of M/s FORBES GOKAK LIMITED

I hereby certify that FORBES GOKAK LIMITED which was originally incorporated on Eighteenth day of November  
Nineteen Hundred Nineteen being an existing company as per Section 3 of the Companies Act, 1956 as for-  
having duly passed the necessary resolution in terms of Section 21 of the Companies Act, 1956 and the approval of  
the Central Government signified in writing having been accorded thereto under Section 21 of the Companies Act  
1956, read with Government of India, Department of Company Affairs, New Delhi, Notification No. G.S.R 507 (E)  
dated 24/06/1985 vide SRN A24200040 dated 25/10/2007 the name of the said company is this day changed to  
FORBES & COMPANY LIMITED and this Certificate is issued pursuant to Section 23(1) of the said Act.

Given under my hand and seal at Mumbai this Twenty Fifth day of October Two Thousand Seven.



(MILIND VITTHALRAO CHAKRANARAYAN)

उप कम्पनी रजिस्ट्रार / Deputy Registrar of Companies

महाराष्ट्र, मुंबई  
Maharashtra, Mumbai

कम्पनी रजिस्ट्रार के कार्यालय अभिलेख में उपलब्ध पत्राचार का पता :

Mailing Address as per record available in Registrar of Companies office:

FORBES & COMPANY LIMITED  
FORBES BUILDING, CHARANJIT RAJ MARG., FORT,  
MUMBAI - 400001,  
Maharashtra, INDIA

करल-२		
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**आयकर विभाग** भारत सरकार  
**INCOME TAX DEPARTMENT** GOVT. OF INDIA  
**FORBES AND COMPANY LIMITED**

18/11/1919  
 Permanent Account Number  
**AAACF1765A**

05022000

*Special*



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आयकर विभाग  
INCOME TAX DEPARTMENT

भारत सरकार  
GOVT. OF INDIA

AJAY S SAHASTRABUDDHE

SHIVRAM MAHADEO SAHASTRABUDDHE

21/05/1956

Permanent Account Number  
AEOP3238D



Signature

भारत सरकार / PERMANENT ACCOUNT NUMBER  
AAQPR9354Q

श्री / NAME  
SHATRUGHAN EKANATH RANE

श्री का नाम / FATHER'S NAME  
EKANATH ANANT RANE

जन्म तिथि / DATE OF BIRTH  
19-02-1970

हस्ताक्षर / SIGNATURE

आयकर अधिकारी (कंप्यूटर सेक्टर)  
Commissioner of Income-tax (Computer Oversee/office)




आयकर विभाग  
INCOME TAX DEPARTMENT

भारत सरकार  
GOVT. OF INDIA

GANGWANI SONAL

NIRMAL GOBINDRAM GANGWANI

27/01/1983

Permanent Account Number  
AJQPG9511P



Signature



भारत सरकार / PERMANENT ACCOUNT NUMBER  
AAEPP4164G

श्री / NAME  
PRASHANT KAMLAKANT PRADHAN

श्री का नाम / FATHER'S NAME  
KAMLAKANT MALHAR PRADHAN

जन्म तिथि / DATE OF BIRTH  
09-11-1962

हस्ताक्षर / SIGNATURE

आयकर अधिकारी (सिस्टम)  
DIRECTOR OF INCOME TAX (SYSTEMS)




आयकर विभाग  
INCOME TAX DEPARTMENT

भारत सरकार  
GOVT. OF INDIA

SANKET RATNA PATEL

RATNA JIWA PATEL

04/04/1986

Permanent Account Number  
AQCPT1538N



Signature



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आयकर विभाग  
INCOME TAX DEPARTMENT

भारत सरकार  
GOVT. OF INDIA

FORBES AND COMPANY LIMITED

18/11/1919  
Permanent Account Number  
AAACF1765A

05022008



*Shree Venk*

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२०२०		



*Aruna Kelkar*

करल-२		
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२०२०		
PAIKAR REAL ESTATES PRIVATE LIMITED		

PAIKAR REAL ESTATES PRIVATE LIMITED  
 CIN: U45209MH2018PTC311099  
 Registered Office:- SP Centre, 41/44, Minoo Desai Marg, Colaba, Mumbai - 400005

**CERTIFIED TRUE COPY OF THE RESOLUTION PASSED AT THE MEETING OF THE BOARD OF DIRECTORS OF  
 PAIKAR REAL ESTATES PRIVATE LIMITED HELD ON TUESDAY, 21<sup>TH</sup> JANUARY, 2020 AT SP CENTRE, 41/44  
 MINOO DESAI MARG, COLABA, MUMBAI-400 005**

**AUTHORITY FOR EXECUTING DOCUMENTS FOR SALE OF FLATS/APARTMENTS IN THE COMPANY'S  
 PROJECT "VICINIA":**

**"RESOLVED THAT** in supersession of the Board resolution passed on 15<sup>th</sup> May, 2019, Mr. Shivam Thakur, Mr. Akshel Kuruvilla, Mr. Akash Khanwalkar, Mr. Vaibhav Raul, Mr. Pritam Patil, Mr. Rohidas Khirad and Mr. Rajkumar Patel, Authorised Representatives (hereinafter collectively referred to as the **"Authorized Executives"**) of the Company be and are hereby severally authorised to sign and execute, for and on behalf of the Company, the Agreements for Sale, Broker Agreement, Channel Partner Agreements, Memorandum of Understanding or such other documents as may be necessary or incidental for sale of flats/apartments in the Company's project Known as **"Vicinia"** bearing Survey No. 6 (part) and 7 (part) and new C.T.S. No. 15A/1 of Village Chandivali situate lying and being at Chandivali, in Mumbai Suburban District.

**RESOLVED FURTHER THAT** the aforesaid Authorized Executives of the Company be and are hereby severally authorised to appear before the Registrar or Sub-Registrar of Assurances or any other officer or authority having jurisdiction in that behalf and to present for registration, admit execution of and cause to be registered the aforesaid agreements and documents executed by the Company and, for the purpose of procuring and completing such registration, to make and sign all such applications, papers, documents and writings and to do all such acts, deeds and things as may be necessary or expedient to give effect to the said resolution.

**RESOLVED FURTHER THAT** the aforesaid powers granted to the said Authorised Executives shall be valid and effective unless revoked earlier by the Board.

**RESOLVED FURTHER THAT** a certified true copy of the above resolution signed by any one of the Directors of the Company be provided to the concerned authority(s)."

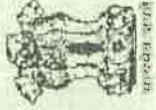
For PAIKAR REAL ESTATES PRIVATE LIMITED

*Rajeeb Chatterjee*  
**RAJEEB CHATTERJEE**  
 DIRECTOR  
 DIN: 06606247



Administrative Office: SP Centre 41/44 Minoo Desai Marg, Colaba Mumbai - 400005

आयकर विभाग  
INCOME TAX DEPARTMENT



भारत सरकार  
GOVT. OF INDIA

ई-स्थायी लेखा संख्या कार्ड  
Permanent Account Number (e-PAN) Card  
AAJCP9455C

करल-२ e - Permanent Account Number (e-PAN) Card  
य२३८ ६९ ९४०  
माफती संख्या / Acknowledgement Number



882059100500384

नाम / Name

PAIKAR REAL ESTATES PRIVATE LIMITED

निगमन/गठन की तारीख  
Date of Incorporation / Formation

22/06/2018

संचार का पता / Comm. Address

PAIKAR REAL ESTATES PRIVATE LIMITED  
SP CENTRE, 41/44, MINOO DESAI MARG,  
COLABA, MUMBAI, MUMBAI CITY MAHARASHTRA - 400005



Signature valid  
Digitally signed by Income Tax  
PAN Services Unit, NSDL  
eGovernment  
Date: 2018.06.22 09:57:38  
GMT+05:30  
Reason: NSDL PAN Sign  
Location: Mumbai



- ✓ Permanent Account Number (PAN) facilitate Income Tax Department linking of various documents, including payment of taxes, assessment, tax demand, tax arrears, matching of information and easy maintenance & retrieval of electronic information etc. relating to a taxpayer. स्थायी लेखा संख्या (पैन) एक कर्दाता से संबंधित विभिन्न दस्तावेजों को जोड़ने में आयकर विभाग को सहायक होता है, जिसमें करों के भुगतान, आकलन, कर मांग, टैक्स बकाया, सूचना के मिलान और इलक्ट्रॉनिक जानकारी का आसान रखखाव व बहाली आदि भी शामिल है।
- ✓ Quoting of PAN is now mandatory for several transactions specified under Income Tax Act, 1961 (Refer Rule 114B of Income Tax Rules, 1962) आयकर अधिनियम, 1961 के तहत निरिष्ट कई लेनदेन के लिए स्थायी लेखा संख्या (पैन) का उल्लेख अब अनिवार्य है (आयकर नियम, 1962 के नियम 114B, का संदर्भ लें)
- ✓ Possessing or using more than one PAN is against the law & may attract penalty of upto Rs. 10,000 एक से अधिक स्थायी लेखा संख्या (पैन) का रखना या उपयोग करना, कानून के विरुद्ध है और इसके लिए 10,000 रुपये तक का दंड लगाया जा सकता है।

Cut

आयकर विभाग INCOME TAX DEPARTMENT  
भारत सरकार GOVT OF INDIA  
ई-स्थायी लेखा संख्या कार्ड e-Permanent Account Number Card  
AAJCP9455C  
नाम/Name  
PAIKAR REAL ESTATES PRIVATE LIMITED  
निगमन/गठन की तारीख Date of Incorporation/Formation  
22/06/2018

इस कार्ड के खोले/गुने पर प्रकटा पुलिस कर्मी/लॉयर्स:  
आयकर विभाग सेवा केंद्र, एन एस डी यू  
5 वीं मंजिल, मंत्री स्ट्रीट,  
स्वॉटि नं. 341, सर्वे नं. 997/8,  
मोडल कॉलोनी, दीप बंगला चौक के पास,  
पुणे - 411 016.  
If this card is lost / someone's last card is found,  
please inform / return to :  
Income Tax PAN Services Unit, NSDL  
5th Floor, Mantri Street,  
Plot No. 341, Survey No. 997/8,  
Model Colony, Near Deep Bungalow Chowk,  
Pune - 411 016.  
Tel: 91-20-2721 8080, Fax: 91-20-2721 8081  
e-mail: tnanif@nsdl.co.in

करल-२  
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08/05/2019

सूची क्र.2

दुय्यम निबंधक : सह दु.नि. कुर्ला 4  
दस्त क्रमांक : 5406/2019  
नोंदणी :  
Regn:63m

गावाचे नाव : चांदिवली

(1) विलोखाचा प्रकार  
सेल डीड  
15500000000

(2) मोबदला  
1231846592

(3) बाजारभाव(भाडेपट्ट्याच्या  
बाबतिलपटाकार आकारणी देतो की  
पट्टेदार ते नमुद करावे)

(4) भू-मापन, पोटहिस्सा व  
घरक्रमांक(असल्यास)

1) पालिकेचे नाव: मुंबई मनपा इतर वर्णन ; इतर माहिती: संपूर्ण जमिनी मधील 50%  
अविभाजित हक्क, जमिनीचे एकूण क्षेत्रफळ 22627.10 चौ. मी. सर्व्हे क्रमांक 6(भाग)  
आणि सर्व्हे क्रमांक 7(भाग) आणि सि.टी.एस. क्र.15ए/1. गाव चांदिवली तासुळा कुर्ला व  
या जमिनीवरील प्रोजेक्ट मध्ये पत्रास टक्के अविभाजित हक्क व तसेच दस्तात नमूद  
केल्या प्रमाणे हक्क हस्तांतरित होत आहेत व इतर माहिती दस्तात नमूद केल्या प्रमाणे.  
एडीजे क्र./1100901/309/2019/के सर्टिफिकेशन क्र. 309/2019 दिनांक  
07.05.2019.( ( C.T.S. Number : NEW C.T.S. NO. 15A/1 AND OLD  
C.T.S. NO. 15A, 15C, 15D, 15E, 15F ; Survey Number : 6(PART)  
AND 7(PART) ; ) )

1) 11313.55 चौ.मीटर

(5) क्षेत्रफळ

(6) आकारणी किंवा जुडी देण्यात  
असलेले तक्के.

(7) दस्तावेज करून देणा-या/लिहून  
ठेवणा-या पक्षकारांचे नाव किंवा  
दिसाणी न्यायालयाचा हुकुमनामा  
किंवा आदेश असल्यास, प्रतिवादिचे  
नाम व पत्ता.

1): नाव:-फोर्ब्स अँड कंपनी लिमिटेड तर्फे प्रकल्पमार्फत ऑफिसर किटने  
जगावत वय:-46; पत्ता:-, फोर्ब्स बिल्डिंग, मराठीजीत समुदाय, फोर्ट बाळासाहेब,  
MAHARASHTRA, MUMBAI, Non-Government. पिन कोड:-400009 पत्ता  
नं:-AAACF1765A

(8) दस्तावेज करून घेणा-या  
पक्षकारांचे व किंवा दिवाणी  
न्यायालयाचा हुकुमनामा किंवा  
अदेश असल्यास, प्रतिवादिचे नाव व  
पत्ता

1): नाव:-पाईकर रिअल इस्टेट प्रायव्हेट लिमिटेड तर्फे अधिकाराले स्ताक्षरकर्ता एम  
जेसवाल वय:-37; पत्ता:-41/44, , एस  
बाझार, MAHARASHTRA, MUMBAI, Non-Government. पिन  
कोड:-400005 पत्ता नं:-AAJCP9455C

(9) दस्तावेज करून दिल्याचा  
दिनांक

07/05/2019

(10) दस्त नोंदणी केल्याचा दिनांक

07/05/2019

(11) अनुक्रमांक, खंड व पृष्ठ

5406/2019

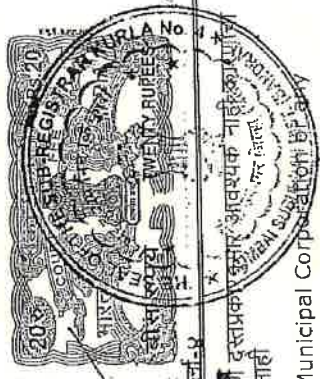
(12) बाजारभावाप्रमाणे मुद्रांक शुल्क

930000000

(13) बाजारभावाप्रमाणे नोंदणी शुल्क

300000

(14) शेरा



सह. दुय्यम निबंधक, शेर्करा-४

सह. दुय्यम निबंधक, शेर्करा-४

मुल्यांकनासाठी विचारात घेतलेला  
तपशील :-

मुल्यांकनाची आवश्यकता नाही कारण दस्ताप्रकारानुसार आवश्यक नाही  
तपशील दस्ताप्रकारानुसार आवश्यक नाही

(1) within the limits of any Municipal Corporation  
Cantonment area annexed to it.

(1) within the limits of any Municipal Corporation  
Cantonment area annexed to it.



सुलभ व्यवहारासाठी नागरिकांचे सक्षमीकरण

दस्तावेज नोंदणीनंतर मिळकत पत्रिका/ कर नोंदवही अद्यावत करणे गरजेचे आहे.  
या बुधवारचे विवरण पत्र ई-मेल द्वारे बुधवारई महानगरपालिकेस पाठविणेत आलेला आहे.  
आता हे दस्तावेज दाखल करण्यासाठी कार्यालयात स्वतः जाणेची आवश्यकता नाही.

**Integrated Governance enabling You to Do Business Easily**

Integrated Governance enabling You to Do Business Easily  
document.

This transaction have been forwarded by Email ( dated 08/05/2019 ) toMunicipal  
Corporation of Greater Mumbai.

No need to spend your valuable time and energy to submit this documents in person.

5405391  
29-05-2019

Note:-Generated Through eSearch  
Module,For original report please contact  
concern SRO office.

## सूची क्र.2

दुय्यम निबंधक : सह दु.नि. कुर्ली 4  
दस्त क्रमांक : 5405/2019  
नोंदणी :  
Regn:63m

### गावाचे नाव : 1) चांदिवली

(1) विलेखाचा प्रकार अॅवॉर्ड

(2) मोबदला 0

(3) बाजारभाव (भाडेपट्ट्याच्या 0.0

बाबतितपट्टाकार आकारणी देतो की पट्टेदार  
ते नमुद करावे)

(4) भू-भाषण, पोटहिस्ता व  
घरक्रमांक(असल्यास)

करल-२	
५२३८	६३ १४०
२०२०	

1) पालिकेचे नाव: मुंबई मनपाइतर वर्णन ; इतर माहिती: मा. न्यायमूर्ती रोशन दळवी(निवृत्त)(सोल आर्बिट्रेटर)यांनी मंजूर केलेल्या या अॅवॉर्ड दस्ताद्वारे फोर्ब्स अँड कंपनी लिमिटेड(मालक)व व्हिडिओकॉन रिअल्टी अँड इन्फ्रास्ट्रक्चर लिमिटेड(विकसक)या पक्षकारामधील विकसन करारनामा दिनांक 01/12/2011(नोंदणीकृत दस्त क्र.बदर-13-9880/2011 दिनांक 14/12/2011)व पुरवणी विकसन करारनामा दिनांक 25/07/2017(नोंदणीकृत दस्त क्र.करल-5-3197-2018 दिनांक 03/04/2018)हे दोन्ही दस्त अॅवॉर्ड 25/02/2019 च्या अनुषंगाने रद्द होत आहेत. हा दस्त एडीजे क्र./1100901/309/2019/के सर्टिफिकेशन क्र.309/2019 दिनांक 07.05.2019 नुसार अभिनिर्णीत होऊन यावर महाराष्ट्र मुद्रांक शुल्क अधिनियम 1958 च्या अनुच्छेद क्र.12 नुसार मुद्रांक शुल्क रु.500/- व दंड रु. 100/- इतके भरण्यात आले आहे. जुने सि.टी.एस. क्र.15ए,15सी,15डी,15ई,15एफ व नवीन सि.टी.एस. क्र.15ए/1,15ए/2,15ए/3 आणि 15ए/4,सर्व्हे क्र. 6(भाग)व सर्व्हे क्र. 7(भाग)मौजे चांदिवली एकुण क्षेत्रफळ 27263.50 चौ.मी. या पैकी 50% अविभाजीत हक्क व इतर माहिती दस्तात नमूद केल्याप्रमाणे.(( C.T.S. Number : OLD C.T.S. NO. 15A, 15C, 15D, 15E, 15F AND NEW C.T.S. NO.15A/1, 15A/2, 15A/3 AND 15A/4 ; Survey Number : 6(PART) AND 7 (PART) ; )

(5) क्षेत्रफळ 1) 13631.75 चौ.मीटर

(6) आकारणी किंवा जुडी देण्यात असेल तेव्हा.

(7) दस्तऐवज करून देणा-या/लिहून ठेवणा-या पक्षकाराचे नाव किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास, प्रतिवादिचे नाव व पत्ता.

(8) दस्तऐवज करून घेणा-या पक्षकाराचे व किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास, प्रतिवादिचे नाव व पत्ता

(9) दस्तऐवज करून दिल्याचा दिनांक

(10) दस्त नोंदणी केल्याचा दिनांक

(11) अनुक्रमांक, खंड व पृष्ठ

(12) बाजारभावप्रमाणे मुद्रांक शुल्क

(13) बाजारभावप्रमाणे नोंदणी शुल्क

(14) शेष

1): नाव:-फोर्ब्स अँड कंपनी लिमिटेड तर्फे डेप्युटी जनरल मॅनेजर अजय सहस्त्रबुद्धे वय:-63; पत्ता:-, फोर्ब्स बिल्डींग, चरणजीत राय मार्ग, फोर्ट, बाळागोटे, MAHARASHTRA, MUMBAI, Non-Government. पिन कोड:-400001 पॅन नं:-AAACF1765A

25/02/2019

07/05/2019

5405/2019

500

100





~~V. P. V.~~

करल-२	
५२३८	६४९४०
२०२०	

आयकर विभाग  
INCOME TAX DEPARTMENT  
AKASH KHANWALKAR

भारत सरकार  
GOVT. OF INDIA

MANMOHAN DATTATRAY KHANWALKAR

22/11/1980

Permanent Account Number  
ASSPK3949G

*(Mani Khanwalkar)*



*Mani*



01/06/2019

## सूची क्र.2

दुयम निबंधक : सह ड.नि. कुर्ला 4  
दस्त क्रमांक : 6611/2019  
नोंदणी :  
Regn:63m

## गावाचे नाव : चांदिवली

(1) विलेखाचा प्रकार गहाणखत  
(2) मोबदला 2000000000

(3) बाजारभाव(भाडेपट्टयाच्या बाबतितपट्टाकार आकारणी देतो की पट्टेदार ते नमूद करावे)

(4) भू-मापन, पोटहिस्सा व धरक्रमांक(असल्यास)

५२३८	६५	१६०
२०२०		

(5) क्षेत्रफळ

(6) आकारणी किंवा जुडी देण्यात असलेले तक्के.

(7) दस्तऐवज करून देणा-या/लिहून ठेवणा-या पक्षकाराचे नाव किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास, प्रतिवादिचे नाव व पत्ता.



(12) बाजारभावाप्रमाणे मुद्रांक शुल्क 1000000

(13) बाजारभावाप्रमाणे नोंदणी शुल्क 30000

(14) शेरा

1) पालिकेचे नाव: मुंबई मनपा इतर वर्णन : इतर माहिती: संपूर्ण जमिनी मधील 50% अविभाजित हक्क, जमिनीचे एकूण क्षेत्रफळ 22627.10 चौ. मी. सर्व्हे क्रमांक 6(भाग) आणि सर्व्हे क्रमांक 7(भाग) आणि सि.टी.एस. क्र. 15ए/1 गाव चांदिवली तालुका कुर्ला व या जमिनीवरील प्रोजेक्ट मधील पत्रास टक्के अविभाजित हक्क व प्रोजेक्ट मधील राईट्स, टायटल इन्टरेस्ट, बेनिफिट, क्लॉइम आणि डिमांड्स व प्रोजेक्ट मधील रिसिडेबल मिळकतीची संपूर्ण माहिती दस्तावे परिशिष्ट 2 भाग ए ते एफ व परिशिष्ट 3 प्रमाणे व इतर माहिती दस्तावे नमूद केल्या प्रमाणे. ( C.T.S. Number : 15A/1 ; )

1) 111313.55 चौ. मीटर

1): नाव:- पाईकर रिअल ईस्टेट प्रायव्हेट लिमिटेड तर्फे अधिकृत हस्ताक्षरकर्ता मुरलीधरन रघुरामन वय:- 36; पत्ता:- प्लॉट नं: 41/44, माळा नं: -, इमारतीचे नाव: एस पी सेंटर, ब्लॉक नं: मिनू देसाई मार्ग, रोड नं: कुलाबा, महाराष्ट्र, मुंबई. पिन कोड:- 400005 पॅन नं:- AAJCP9455C

1): नाव:- येस बँक लिमिटेड तर्फे ग्रुप एक्झिक्युटिव्ह व्हाईस प्रेसिडेंट विशाल चतुर्वेदी वय:- 38; पत्ता:-, सेनापति बापट मार्ग, एल्फिन्स्टन रोड, डेव्हीस्के रोड, MAHARASHTRA, MUMBAI, Non-Government. पिन कोड:- 400013 पॅन नं:- AAAACY2068D

30/05/2019

31/05/2019

6611/2019



सह दुयम निबंधक कुर्ला-४  
मुंबई उपनगर जिल्हा

मुल्यांकनासाठी विचारात घेतलेला तपशील:-

मुल्यांकनाची आवश्यकता नाही कारण दस्तप्रकारानुसार आवश्यक नाही कारणचा तपशील दस्तप्रकारानुसार आवश्यक नाही

b) When possession is not given



सुलभ व्यवहारासाठी नागरिकांचे सक्षमीकरण

नोंदणीनंतर मिळकत पत्रिका/ कर नोंदवही अद्ययावत करणे गरजेचे आहे. या व्यवेकराचे विवरण पत्र ई-मेल द्वारे बृहन्मुंबई महानगरपालिकेस पाठविणेत आलेला आहे. दस्तऐवज दाखल करण्यासाठी कार्यालयात स्वतः जाणेची आवश्यकता नाही.

**Integrated Governance enabling You to Do Business Easily**

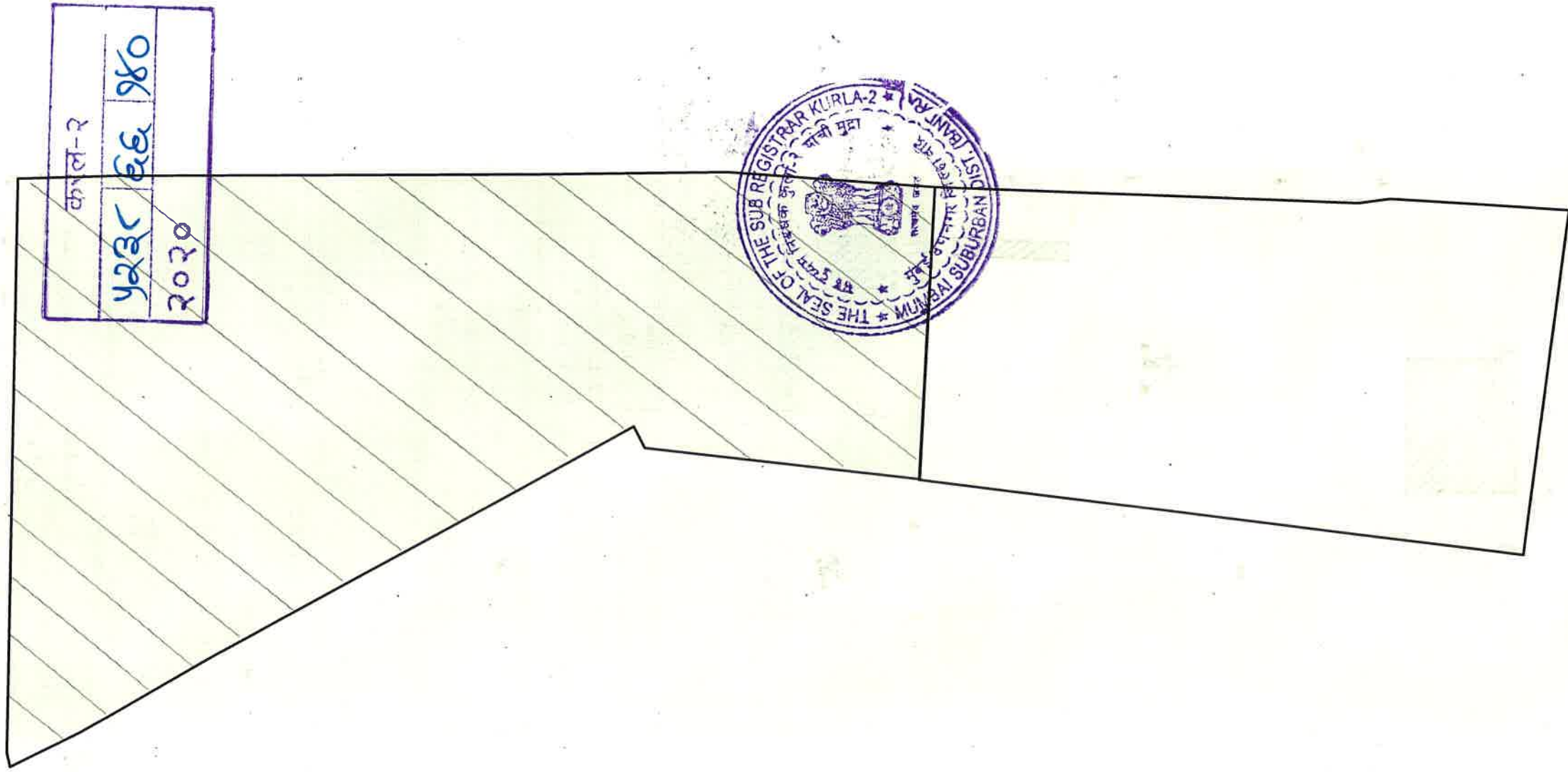
to update Relevant records of Property/ Property tax after registration of document.

Details of this transaction have been forwarded by Email ( dated 01/06/2019 ) to Municipal Corporation of Greater Mumbai.

No need to spend your valuable time and energy to submit this documents in person.



Annexure A1 - Plan of Specified Land





**DHAVAL VUSSONJI**  
ADVOCATES & SOLICITORS

MUMBAI • BENGALURU • DELHI

**Forbes & Company Limited**

Forbes Building, Charanjit Rai Marg,  
Fort, Mumbai- 400 001.

Ref.No.DV8588/19-20

Kind Attn: Mr. Pankaj Khattar

**Paikar Real Estates Private Limited**

SP Centre, 41/44, Minoo Desai Marg, Colaba,  
Mumbai- 400 005.

Ref.No.DV8589/19-20

Kind Attn: Mr. Rajesh Baxi

वसु-२	
५२३८	९४०
२०२०	

Re: All that piece and parcel of land admeasuring 22,627.10 square meters or thereabouts bearing Survey No. 6 (part) and Survey No. 7(part) and forming part of CTS Nos. 15A, 15C, 15D, 15E and 15F and now bearing C.T.S. No. 15A/1 of Village Chandivali in Greater Mumbai in the Registration Sub-District of Bandra District Mumbai Suburban and more particularly described in the Second Schedule hereunder written.

OPINION ON TITLE

We have prepared this Opinion on Title in respect of the said Property, on the basis of and relying upon (i) photocopies of documents of title, papers and revenue records furnished to us and as mentioned in the list annexed hereto as Annexure "A"; (ii) the Search Report dated 4<sup>th</sup> May, 2019 issued by Eknath Goakar, Search Clerk in respect of the searches conducted in the office of the Sub-Registrar of Assurances; (iii) Search Report dated 29<sup>th</sup> April, 2019, issued by Jinal Dawda, Company Secretary in respect of searches carried out on Central Registry of Securitisation Asset Reconstruction and Security Interest of India; and (iv) Search Report dated 5<sup>th</sup> April, 2019, issued by Jinal Dawda, Company Secretary in respect of searches carried out on the website of the Ministry of Corporate Affairs in respect of Forbes & Company Limited ("Forbes"); (v) Search Report dated 28<sup>th</sup> February, 2019, issued by Jinal Dawda, Company Secretary in respect of the searches carried out on the website of the Ministry of Corporate Affairs in respect of Paikar Real Estates Private Limited ("PREPL"); (vi) Legal Audit Report dated 9<sup>th</sup> May, 2019 on PREPL; (vii) Legal Audit Report dated 9<sup>th</sup> May, 2019 on Forbes; (viii) Declaration dated 22<sup>nd</sup> May, 2019 executed by PREPL through its Director Mr. Rajeeb Chatterjee and (ix) Declaration dated 22<sup>nd</sup> May, 2019 executed by Forbes through its authorised signatory Mr. Nirmal Jagawat (collectively referred to as "the said Declaration") in respect of the said Property. On perusal of the documents and information provided to us we note as under:

A. Title Flow

1. On perusal of the recitals to the Indenture dated 9<sup>th</sup> December, 1961, registered in the office of the Sub-Registrar of Assurances under Serial No. BOM.R/15 of 1962 ("Indenture dated 9<sup>th</sup> December, 1961" and as detailed in paragraph 2 hereinbelow), we observe as under:-



(a) Originally one Amritlal Dalpaibhai Sheth ("Amritlal") was during his lifetime,

DHAVAL VUSSONJI & ASSOCIATES

# DV

कसल-२	५२३८	६८	१४०
			२०२०

seized and possessed of vacant agricultural land or ground situate lying and being on the Chandivli Estate Road in the Village of Chandivli in Greater Bombay in the Registration Sub-District of Bandra District Bombay Suburban containing by admeasurement 53240 square yards or thereabouts (which as per physical survey was admeasuring 50776 square yards and now admeasuring 42,985.30 square meters or thereabouts) registered in Books of the Collector of Land Revenue under Survey No.6 part and Survey No. 7 part (hereinafter referred to as "the said Larger Property");

- (b) The said Amritlal expired intestate on or about 30<sup>th</sup> July, 1954, leaving his widow the said Rukmanibai Amritlal Sheth and three sons, the said Manubhai Amritlal Sheth, Jitendra Amritlal Sheth and Narendra Amritlal Sheth as his only heirs and next of kin according to Hindu law by which he was governed at the time of his death;
- (c) The said Manubhai Amritlal Sheth applied for and obtained from the High Court of Judicature at Bombay in its Testamentary and Intestate Jurisdiction Letters of Administration to the property and credits of the said Amritlal Dalpatbhai Sheth on or about the 9<sup>th</sup> day of December, 1955:
- (d) The said Manubhai Amritlal Sheth was the Karta or Manager of the said joint and undivided Hindu Family, then consisting of himself, his mother the said Rukmanibai Amritlal Sheth, his brothers the said Jitendra Amritlal Sheth and the said Narendra Amritlal Sheth, his wife Shanta, Lina wife of the said Jitendra Amritlal Sheth, Rama wife of the said Narendra Amritlal Sheth, Charu, Smita and Ila all three daughters of the said Manubhai Amritlal Sheth, Jatin son of the said Manubhai Amritlal Sheth and Sonali and Baby (not yet named), both daughters of the said Jitendra Amritlal Sheth;
- (e) By and under an Agreement dated 14<sup>th</sup> September, 1960 ("Agreement for Sale dated 14<sup>th</sup> September, 1960") executed by and between the said Manubhai Amritlal Sheth for himself and as the Karta/Manager of the said joint and undivided Hindu family as 'Vendor' of one part, the said Rukmanibai Amritlal Sheth, Jitendra Amritlal Sheth and Narendra Amritlal Sheth, as confirming parties of the second part and Forbes Forbes Campbell & Company Limited ("FFCCL"), therein referred to as purchasers of the third part, the said Manubhai Amritlal Sheth for himself and on behalf of the said joint and undivided Hindu family agreed to sell the said Larger Property at or for the consideration and in the matter contained therein

- (f) By and under an Order made by the High Court of Judicature at Bombay in its general and inherent jurisdiction on the 16<sup>th</sup> day of December, 1960 in Miscellaneous Petition No. 378 of 1960, the said Manubhai Amritlal Sheth was appointed as the guardian (without security and without remuneration) of the share right, title and interest of (a) the said Charu Manubhai Sheth, (b) the said Smita Manubhai Sheth, (c) the said Ila Manubhai Sheth, (d) the said Jatin Manubhai Sheth, (e) the said Sonali Jitendra Sheth and (f) Baby Jitendra Sheth (all then minors under the age of 18 years and



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hereinafter collectively referred to as "Minors") in the said Larger Property (more particularly described in the Schedule to the said Agreement for Sale dated 14<sup>th</sup> September, 1960 as also in the Schedule to the said Order) and the said Agreement for Sale dated 14<sup>th</sup> September, 1960 was sanctioned as being for the benefit of the said minors and the said Manubhai Amritlal Sheth, as the guardian of the share right title and interest of the said Minors in the said Larger Property, was thereby authorised to carry out the said Agreement for Sale dated 14<sup>th</sup> September, 1960 and for that purpose to sign execute and deliver on behalf of the said Minors the Conveyance and such other documents and assurances as might be necessary in favour of the Purchaser or its nominee or nominees and to do all acts deeds matters and things as might be necessary for conveying the said share right title and interest of the said Minors in the said Larger Property to the Purchaser or its nominee or nominees and otherwise to complete the sale of the said Larger Property:

(g) Out of the said Larger Property, the Purchaser therein i.e. FFCCCL agreed to sell a portion thereof admeasuring 5202.90 square yards or thereabouts to Warrior (India) Private Limited ("WIPL") and requested the First and Second Vendors to execute a separate Conveyance in respect of the said portion agreed to be sold as aforesaid in favour of WIPL directly and to execute the Conveyance of the balance portion of the said Larger Property admeasuring 45573.10 square yards in its own favour

2. By and under an Indenture dated 9<sup>th</sup> December, 1961, registered in the office of the Sub-Registrar of Assurances under Serial No. BOM.R/15 of 1962 ("Indenture dated 9<sup>th</sup> December, 1961") executed by and between Manubhai Amritlal Sheth, the Administrator of the property and credits of Late Amritlal, therein referred to as the First Vendor of the One Part. (i) the said Manubhai Amritlal Sheth for himself and as the Karta or Manager of the joint and undivided Hindu family at present consisting of members as hereinafter recited (ii) Rukmanbai Amritlal Sheth (iii) Jitendra Amritlal Sheth, (iv) Narendra Amritlal Sheth, (v) Jatin Manubhai Sheth (vi) Charu Manubhai Sheth, (vii) Smita Manubhai Sheth, (viii) Ila Manubhai Sheth, (ix) Sonali Jitendra Sheth and (x) Baby Jitendra Sheth, the last six being all minors by their guardian-ad-litem, the said Manubhai Amritlal Sheth, therein referred to as the Second Vendors of the Second Part, (i) Shanta Manubhai Sheth, (ii) Lina Jitendra Sheth and (iii) Rama Narendra Sheth, therein referred to as the Confirming Parties of the Third Part and Forbes Campbell & Company Limited, therein referred to as Purchaser of the Fourth Part, the First and Second Vendors therein sold, transferred, conveyed, assigned and assured and the Confirming Parties therein confirmed in favour of the Purchaser therein, a portion of the said Larger Property being all that piece and parcel of vacant agricultural land or ground situate lying and being on the Chandivli Estate Road in the Village of Chandivli in Greater Bombay in the Registration Sub-District of Bandra District Bombay Suburban containing by admeasurement 45573.10 square yards or thereabouts registered in Books of the Collector of Land Revenue under Survey No.6 part and Survey No. 7 part ("FFCCCL Property") at or for the consideration and in the manner set out therein.



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- On perusal of the aforesaid Indenture dated 9<sup>th</sup> December, 1961, we note that the Purchaser therein i.e. FCCCL and its successors in title the owners or occupiers of the Chandivli Property or any part thereof was granted a right of way over and upon the road leading from the main gate of the said Chandivli Farm to the FCCCL Property. However, there is no plan annexed to the aforesaid Indenture dated 9<sup>th</sup> December, 1961 demarcating the aforesaid right of way and are unable to ascertain its location thereof. The aforesaid Indenture dated 9<sup>th</sup> December, 1961, inter-alia states that all or any of the deeds and writings specified in the Second Schedule thereunder written, relate to the FCCCL Property as well as to other land and premises belonging to the Vendors therein and in respect thereof the Vendors therein have granted a covenant for production of title deeds in favour of FCCCL.
- By and under an Indenture dated 27<sup>th</sup> January, 1962, registered in the office of the Sub-Registrar of Assurances under Serial No. BOM.R/ 675 of 1962 ("Indenture dated 27<sup>th</sup> January, 1962"), executed by and between Manubhai Amritlal Sheth as the Administrator of the property and credits of the Late Amritlal, therein referred to as the First Vendor of the One Part, (i) the said Manubhai Amritlal Sheth for himself and as the Karta or Manager of the joint and undivided Hindu family at present consisting of members as hereinafter recited (ii) Rukmanibai Amritlal Sheth, (iii) Jitendra Amritlal Sheth, (iv) Narendra Amritlal Sheth, (v) Jatin Manubhai Sheth, (vi) Charu Manubhai Sheth, (vii) Smita Manubhai Sheth, (viii) Ila Manubhai Sheth, (ix) Sonali Jitendra Sheth and (x) Baby Jitendra Sheth, the last six being all minors by their guardian-ad-litem the said Manubhai Amritlal Sheth, therein referred to as the Second Vendors of the Second Part, (i) Shanta Manubhai Sheth, (ii) Lina Jitendra Sheth, and (iii) Rama Narendra Sheth, therein referred to as the First Confirming Parties of the Third Part, Forbes Forbes Campbell & Company Limited, therein referred to as the Second Confirming Parties of the Fourth Part and Warrior (India) Private Limited, therein referred to as the First and Second Vendors of the Fifth Part, the First and Second Confirming Parties transferred, conveyed, assigned and assured and the First and Second Vendors of the Fifth Part therein confirmed in favour of WIPL the balance portion of the said larger Property being all that piece and parcel of vacant agricultural land or ground situated lying and being on the Chandivli Estate Road in the Village of Chandivli in Greater Bombay in the Registration Sub-District of Bandra District Bombay Suburban containing by measurement 5207.94 square yards or thereabouts registered in Books of the Collector of Land Revenue under Survey No.6 part and Survey No. 7 part ("WIPL Property") at or for the consideration of in the manner set out therein.
- On perusal of the aforesaid Indenture dated 27<sup>th</sup> January, 1962 we note that the Purchaser therein i.e. WIPL and its successors in title, the owners or occupiers of the WIPL Property or any part thereof was granted a right of way over and upon the road leading from the main gate of the said Chandivli Farm to the WIPL Property. However, there is no plan annexed to the aforesaid Indenture dated 27<sup>th</sup> January, 1962 demarcating the aforesaid right of way and are unable to ascertain its location thereof. The aforesaid Indenture dated 27<sup>th</sup> January, 1962 inter-alia states that all or any of the deeds and writings specified in the Second Schedule thereunder written, relate to the WIPL Property as well as to other land and premises belonging to the Vendors therein and in respect thereof the Vendors therein have granted a covenant for production of title deeds in favour of WIPL.



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6. By and under an Indenture dated 30<sup>th</sup> December, 1969, registered in the office of the Sub-Registrar of Assurances under Serial No. BOM.R/ 264 of 1970, executed by and between Manubhai Amritlal Sheth as the Administrator of the property and credits of Late Amritlal, therein referred to as the First Vendor of the One Part, (i) the said Manubhai Amritlal Sheth for himself and as the Karta or Manager of the joint and undivided Hindu family at present consisting of members as hereinafter recited (ii) Rukmanibai Amritlal Sheth (iii) Jitendra Amritlal Sheth, (iv) Narendra Amritlal Sheth, (v) Charu Manubhai Sheth, (vi) Smita Manubhai Sheth, (vii) Ila Manubhai Sheth, (viii) Jain Manubhai Sheth, (ix) Sonali Jitendra Sheth and (x) Rupali Jitendra Sheth (formerly Baby Jitendra Sheth), the last three being all minors by their guardian ad-litem the said Manubhai Amritlal Sheth therein referred to as the Second Vendors of the Second Part, (i) Shanta Manubhai Sheth, (ii) Lina Jitendra Sheth and (iii) Rama Narendra Sheth, therein referred to as the First Confirming Parties of the Third Part, Forbes Forbes Campbell & Company Limited, therein referred to as the Second Confirming Parties of the Fourth Part and (v) Warrior (India) Limited, therein referred to as Purchaser of the Fifth Part, the First and the Second Vendors and the First and the Second Confirming Parties confirmed the sale of the WIPL Property under the Indenture dated 27<sup>th</sup> January, 1962 and the description of the WIPL Property under the aforesaid Indenture dated 27<sup>th</sup> January, 1962 was modified to delete references to Survey No. 6(part) and the references to Survey No. 7(part) therein was modified to read "Survey No. 7(part) now being assigned to Survey No. 7 Hissa No. 1/1C". On perusal of the aforesaid Indenture dated 30<sup>th</sup> December, 1969, we note that the WIPL was converted to non-agricultural ("NA") land. However, we have not been furnished with a copy of any NA Order. On perusal of the aforesaid Indenture dated 30<sup>th</sup> December, 1969, it appears that WIPL was converted to a public company and pursuant thereto, its name was changed from Warrior (India) Private Limited to Warrior (India) Limited ("WIL").

On perusal of the Indenture dated 9<sup>th</sup> December, 1961 and the Indenture dated 27<sup>th</sup> January, 1962, we note the said Larger Property, being agricultural lands were sold to FFCCCL and WIPL as set out therein. However, we have not been furnished with any permission obtained from the office of the Collector and/or any relevant authority for the sale of the agricultural land to non-agriculturist in terms of Section 63 of the Maharashtra Tenancy and Agricultural Lands Act, 1958. However, on perusal of the property register card in respect of the said Land we note that the same is now non-agricultural ("NA").



8. By and under an Order dated 5<sup>th</sup> March, 1971 passed in Company Petition No.110 of 1970 connected with Company Application No.23 of 1970, the High Court of Bombay sanctioned the Arrangement embodied in the Scheme of Amalgamation, whereby WIL, as the Transferor Company along with Auto Accessories (India) Limited was amalgamated into FFCCCL and pursuant thereto, inter-alia, and with effect from 30<sup>th</sup> day of June, 1970, all and singular, the entire undertaking of WIL, including all its assets, movable and immovable (including the WIPL Property), stood transferred to and vested in FFCCCL, pursuant to Section 394(2) of the Companies Act, 1956. Under the aforesaid Order dated 5<sup>th</sup> March, 1971, the Transferor Company therein i.e. WIL was directed to cause a Certified Copy of the aforesaid Order, after sealing of the same, to be delivered to the Registrar of Companies.

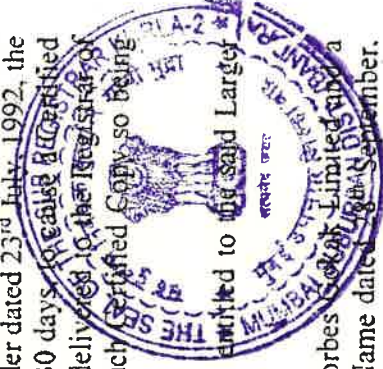


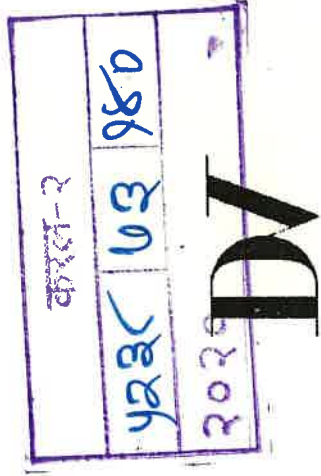
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Maharashtra at Bombay for registration and on such Certified Copy so being delivered WIL shall be dissolved without being wound up.

9. In the manner aforesaid FFCCL became entitled to the entire said Larger Property.
10. By and under and Order bearing No. ULC/F-18/MC/IC/GAD/1459 dated 29<sup>th</sup> June, 1979 issued by the Directorate of Industries. Forbes (then known as FFCCL) was granted exemption under Section 20(i)(a) of the Urban Land (Ceiling and Regulation) Act, 1976 to hold the vacant land in excess of the ceiling limit in respect of the said Larger Property, for industrial use in the manner and on the terms and conditions set out therein.
11. By and under an Order dated 23<sup>rd</sup> July, 1992, passed in Company Petition No.77 of 1992 connected with Company Application No.359 of 1991, the High Court of Bombay sanctioned the Arrangement embodied in the Scheme of Amalgamation of FFCCL, therein referred to as the Transferor Company with Gokak Patel Volkart Limited, therein referred to as the Transferee Company in the manner set out therein and pursuant thereto, *inter-alia*, and with effect from 1<sup>st</sup> January, 1992, the entire undertaking of FFCCL, including all its assets, movable and immovable (including the said Larger Property), stood transferred to and vested in Gokak Patel Volkart Limited, pursuant to Section 394(2) of the Companies Act, 1956. The aforesaid Scheme of Amalgamation *inter-alia* also provided that upon the Scheme coming into effect and subject to such consents as may be necessary and, subject to the provisions of the Companies Act, 1956, the name of Gokak Patel Volkart Limited shall be changed to 'Forbes Gokak Limited'. Under the aforesaid Order dated 23<sup>rd</sup> July, 1992, the Transferor Company therein i.e. FFCCL was directed, within 30 days, to cause a Certified Copy of the aforesaid Order, after sealing of the same, to be delivered to the Registrar of Companies, Maharashtra at Bombay for registration and on such Certified Copy so being delivered FFCCL shall be dissolved without being wound up.
12. In the manner aforesaid Gokak Patel Volkart Limited became entitled to the said Larger Property.
13. The name of Gokak Patel Volkart Limited was changed to Forbes Gokak Limited by a Fresh Certificate of Incorporation consequent on Change of Name dated 18<sup>th</sup> September, 1992 came to be issued by the Registrar of Companies, Maharashtra recording the change in name from Gokak Patel Volkart Limited to Forbes Gokak Limited.
14. By and under an Order bearing reference no. ULC/F-18/MC/IC/GAD/B-15561 dated 26<sup>th</sup> July, 1994 read with the Corrigendum bearing reference no. ULC/F-18/MC/IC/GAD/B-20688 dated 4<sup>th</sup> October, 1994, both issued by the Directorate of Industries, the change in name of the company from FFCCL to Forbes Gokak Limited was noted on record of the Order of Exemption granted under Section 20 of the ULC Act and subject to the conditions contained therein.





15. By and under a Memorandum of Understanding dated 29<sup>th</sup> December, 1994 and executed by and between Forbes Gokak Limited, therein referred to as the Owners of the One Part and the Videocon Properties Limited, therein referred to as the Developer of the Other Part ("the said MOU"), Forbes Gokak Limited, *inter-alia*, granted to Videocon Properties Limited, sole, full and exclusive right to develop, all that piece and parcel of non-agricultural land or ground admeasuring 27,350 square meters, situate lying and being on the Chandivali Estate Road in the Village of Chandivali in Greater Bombay in the Registration Sub-District of Bandra District Bombay Suburban and registered in the Books of the Collector of Land Revenue under Survey No. 6 (Part) and 7(part) and Survey No. 7/1/C and forming part of the said Larger Property, at or for the consideration and on the terms and conditions set out therein.
16. Thereafter the name of Forbes Gokak Limited was changed to Forbes & Company Limited ("Forbes") and a Fresh Certificate of Incorporation Consequent upon Change of Name dated 25<sup>th</sup> October, 2007 came to be issued by the Ministry of Corporate Affairs recording the aforesaid change in name from Forbes Gokak Limited to Forbes & Company Limited.
17. Thereafter the name of Videocon Properties Limited was changed to Videocon Realty and Infrastructure Limited ("Videocon") and a Fresh Certificate of Incorporation Consequent upon Change of Name dated 21<sup>st</sup> June, 2006 came to be issued by the Ministry of Corporate Affairs recording the aforesaid change in name from Videocon Properties Limited to Videocon Realty and Infrastructure Limited.
18. Thereafter, disputes and differences arose between Videocon and Forbes resulting in certain legal proceeding being initiated between Videocon and Forbes being Suit No. 2907 of 2003 filed by Videocon against Forbes in the High Court of Judicature at Bombay for initially refund of the amount of Rs.19,77,50,000/- (Rupees Nineteen Crores Seventy Seven Lakhs Fifty Thousand only) paid by Videocon to Forbes ("Videocon Suit") and thereafter a Chamber Summons to amend the plaint therein to the extent of seeking specific performance of the said MOU. Forbes on its part filed a suit being Suit No. 1858 of 2004 in the High Court of Judicature at Bombay against Global Trust Bank Limited (since amalgamated with Oriental Bank of Commerce), *inter-alia*, praying for payment of the balance amount of consideration amounting to Rs. 8,47,50,000/- (Rupees Eight Crores Forty-Seven Lakhs Fifty Thousand only) ("Forbes Suit") which was guaranteed under the bank guarantee which it had issued in favour of Forbes and which Forbes Suit was decreed in favour of Forbes and pursuant thereto Global Trust Bank paid to Forbes an amount of Rs. 10,43,09,835.61/- (Rupees Ten Crores Forty-Three Lakhs Nine Thousand Eight Hundred and Thirty-Five and Sixty-One paise only) including interest.
19. The aforesaid disputes and differences between Forbes and Videocon was settled and the parties thereto filed Consent Terms dated 13<sup>th</sup> December, 2011 in the pending Videocon Suit, wherein Videocon and Forbes agreed to develop the said Specified Land (*as defined hereinafter*) on the terms and conditions mutually agreed by and between them which are mentioned in the Agreement for: Development dated 1<sup>st</sup> December, 2011 (as detailed in





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paragraph 20 hereinbelow), a copy of which was annexed thereto as Annexure "A". Under the aforesaid Consent Terms, Videocon and Forbes were at liberty to alter and/or modify the said Agreement for Development dated 1<sup>st</sup> December, 2011 by their mutual agreement in writing. By and under an Order dated 16<sup>th</sup> December, 2011 passed in the Videocon Suit i.e. Suit No. 2907 of 2003 with Chamber Summons No. 1671 of 2009, the aforesaid Consent Terms dated 13<sup>th</sup> December, 2011 was taken on record and the Videocon Suit was disposed off in terms thereof. The aforesaid Chamber Summons No. 1671 of 2009 was also disposed off.

20. By and under an Agreement for Development dated 1<sup>st</sup> December, 2011, registered with the Office of Sub-Registrar of Assurances under Serial No. BDR-13/9880 of 2011 read with the Supplemental Agreement dated 25<sup>th</sup> July, 2017 and registered with the Sub-Registrar of Assurances under Serial No. KRL-5-3197 of 2018 (collectively referred to as "the said Agreement for Development"), both executed by and between Forbes & Company Limited, therein referred to as Forbes and Videocon Realty and Infrastructure Limited, therein referred to as Videocon, it was agreed between the parties therein that Forbes, being the owner of all that piece and parcel of land bearing Survey No. 6 (part) and Survey No. 7 (part) and corresponding to CTS Nos. 15A, 15C, 15D, 15E, 15F (now bearing CTS Nos. 15A/1, 15A/2, 15A/3 and 15A/4) and admeasuring in the aggregate 27,263.50 square meters or thereabouts situate lying and being at Village of Chandivali in District Mumbai Suburban in the Registration sub-district of Bandra, hereinafter referred to as "the said Specified Land" and more particularly described in the **First Schedule** hereunder written, would be entitled to develop the same and in lieu of the initial and further payments made and to be made by Videocon, rights in cash flows of 50% (fifty percent) of the FSI of the Specified Land would be allocated to Videocon.

21. In terms of the aforesaid, Forbes is constructing a project known as "the said Specified Land and the same has been registered with the Real Estate Authority under the Real Estate (Regulation and Development) Act, 2016 ("RERA") bearing Registration No. P51800002564 (hereinafter referred to as "the Project") with Forbes as promoter of the Project and Videocon as co-promoters for the Project with the Real Estate Authority under RERA.

22. Videocon was unable to fulfil its obligations under the Agreements for Development, to which there were certain differences and disputes between Forbes and Videocon and by a letter dated 19<sup>th</sup> February 2019, Forbes terminated *inter alia* the Agreements for Development.

23. Thereafter the matter was referred to arbitration by Forbes and Videocon and by and under an Award dated 25<sup>th</sup> February, 2019 passed in the arbitration before the Sole Arbitrator Mrs. Justice Roshan Dalvi (Retd.) and registered with the Office of Sub-Registrar of Assurance with Serial No. KRL-4/5405 of 2019 ("Award") *inter alia* the Agreements for Development executed between Forbes and Videocon stood terminated / cancelled and Forbes was directed to pay the amounts and in the manner set out in the said Award to Videocon by way of



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restitution. The Award inter-alia also provides that upon payment of the awarded amount, Videocon would have no interest, right or title in respect of the Project. By and under a letter dated 2<sup>nd</sup> March 2019, Videocon has acknowledged the receipt of all amounts under the Award.

24. In view of the aforesaid, Forbes completely took over the Project including all obligations vi-a-vis the allottees of Videocon in the Project.
25. Thereafter, by and under Business Transfer Agreement Dated 27<sup>th</sup> February 2019 ("BTA") executed by and between Forbes & Company Limited, therein referred to as Seller/ Forbes of the One Part and Paikar Real Estates Private Limited ("PREPL"), therein referred to as the Purchaser of the Other Part, Forbes agreed to transfer to PREPL and PREPL agreed to purchase from Forbes, the Business (as defined therein) being *inter alia* ½ (one half) undivided right title and interest in the Specified Land and the said Project on a slump sale basis for a total lump sum consideration and on the terms and conditions as set out therein. Under the BTA, PREPL agreed to undertake all obligations vis-à-vis the flats in the Project which were allocated to Videocon as the then co-promoter.
26. In the meanwhile, by and under an Amalgamation and Sub-Division Order bearing No. C/KARYA-2D/SRK-2106 dated 22<sup>nd</sup> February, 2018 issued by the Collector, Mumbai Suburban District read with the Order dated 5<sup>th</sup> March, 2018 issued by the City Survey Officer ("Amalgamation & Sub-Division Order"), the said Specified Land bearing C.T.S. Nos. 15D, 15E and 15F having aggregate area of 17188.2 square meters or thereabouts, C.T.S. No. 15C, 15D, 15E and 15F having aggregate area of 27263.90 square meters amalgamated into C.T.S. No. 15A having total amalgamated area of 27263.90 square meters and accordingly property register cards for C.T.S. No. 15C, 15D, 15E and 15F have been cancelled. Further, as per the above Amalgamation & Sub-Division Order, the aforesaid amalgamated C.T.S. No. 15A was subdivided into plots bearing C.T.S. No. 15A/1 admeasuring 22627.1 square meters for/towards residential use ("the said Land") and more particularly described in the Second Schedule hereunder written, C.T.S. No. 15A/2 admeasuring 557.40 square meters for/towards Amenity Space, C.T.S. No. 15A/3 admeasuring 2093.80 square meters for/towards Municipal Park and 15A/4 admeasuring 1985.6 square meters for/towards D.P. Road, all aggregating to 4636.80 square meters ("Reserved Areas") and new independent property register cards in respect of the aforesaid C.T.S. Nos. 15A/1, 15A/2, 15A/3 and 15A/4 for the areas as mentioned hereinabove came to be issued.

27. Thereafter, by and under an entry dated 24<sup>th</sup> July, 2018 reflected on the property register cards in respect of the Reserved Areas bearing C.T.S. Nos. 15A/2, 15A/3 and 15A/4, certified by the City Survey Office, the Reserved Areas i.e. C.T.S. No. 15A/2 admeasuring 557.40 square meters for/towards Amenity Space, C.T.S. No. 15A/3 admeasuring 2093.80 square meters for/towards Municipal Park and 15A/4 admeasuring 1985.6 square meters for/towards D.P. Road, all aggregating to 4636.80 square meters were handed over to the Municipal Corporation for Greater Mumbai (M.C.G.M) and *vide* order dated 24<sup>th</sup> July, 2018,



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the name of Forbes was deleted from the property register cards in respect of the Reserved Areas and the name of M.C.G.M. came to be recorded therein in the holders' column.

28. By and under a Sale Deed dated 7<sup>th</sup> May, 2019, and registered in the office of the Sub-Registrar of Assurances under Serial No.KRL-4/5406 of 2019, executed by and between Forbes & Company Limited, therein referred to as Vendor of the One Part and Paikar Real Estates Private Limited, therein referred to as Purchaser of the Other Part, Forbes transferred, conveyed assured and assigned in favour PREPL, *inter-alia* ½ (one half) undivided share right title and interest in the said Land alongwith ½ undivided share right title interest and benefit in respect of the Reserved Areas handed over to M.C.G.M, including but not limited to any benefits available in respect thereof, whether in present or future, by way of FSI and/or TDR, whether on payment of premium or otherwise) alongwith ½ (one half) share right title interest in and obligations of the Project including in the common areas and facilities of the Project, both ongoing and/or future and the proportionate allocation of the saleable area (whether constructed, unconstructed, sold or unsold) and together with the right to purchase and consume proportionate TDR and/or premium FSI (whether fungible or otherwise or by whatever name called) in respect of one half of the said Land.

29. In the manner aforesaid, Forbes and PREPL became entitled to the said Land and the Project ("the said Property"), as co-owners thereof.

**B. RERA & Rights of the Allottees of Premises in the Project**

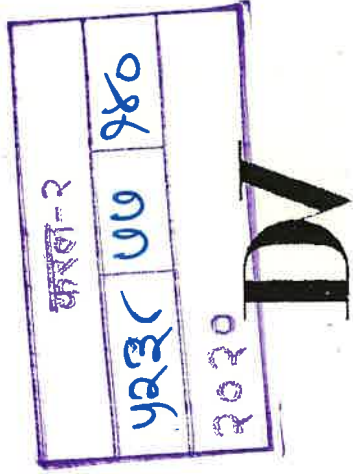
30. As mentioned in paragraph 21 hereinabove, Forbes is constructing a project known as Vicinia on the Specified Land and the same has been registered with the Real Estate Authority under the Real Estate (Regulation and Development) Act, 2016 ("RERA") bearing registration no. P51800002564 (hereinafter referred to as "the Project") with Forbes as Promoter for the Project and Videocon as co-promoters for the Project with the Real Estate Authority under RERA.



31. Pursuant to the Award and the receipts of the amounts as mentioned therein by Videocon, Videocon by and under its letter dated 2<sup>nd</sup> March, 2019 addressed to the Maharashtra Real Estate Regulatory Authority ("RERA Authority"), Videocon requested the RERA Authority to remove its name as a promoter in respect of the said Project.

32. By and under a Letter dated 20<sup>th</sup> March, 2019 addressed by Forbes to the RERA Authority, Forbes made an application for change in one of the Promoters in respect of the said Project i.e. from Videocon to PREPL. In the aforesaid letter dated 20<sup>th</sup> March, 2019, Forbes has confirmed that PREPL shall be Co-Promoter along with Forbes in respect of said Project and will also undertake the obligations under RERA read with the Maharashtra Real Estate (Regulation and Development) (Registration of Real Estate Projects, Registration of Real Estate Agents, Rates of Interest and Disclosure on website) Rules, 2017 ("the Rules") as such Co-Promoter along with Forbes as Promoter. By and under the said Declaration, we have been informed that, though no formal order has been passed by the RERA Authority in respect of the aforesaid, however, the name of PREPL has been added as a Promoter in





respect of the said Project alongwith Forbes. On perusal of the maharera website in respect of the said Project we note that the name of Videocon continues to reflect therein as a Promoter of the said Project.

33. By and under the said Declaration, we have been informed that Agreements for Sale, have been executed by both Forbes and Videocon in respect of the premises and/or units as allocated amongst them with their respective allottees. Under the aforesaid letter dated 20<sup>th</sup> March, 2019, Forbes has *inter-alia* confirmed that the Project will be completed as mentioned on the RERA website and PREPL will be co-promoter of the Project instead of Videocon.

**C. Mortgages**

34. By and under a Deed of Mortgage dated 9<sup>th</sup> June, 2016 and registered in the office of the Sub-Registrar of Assurances under Serial No.BRL-6/5850 of 2016, executed by and between KBS Realtors Private Limited, therein referred to as Mortgage I, Videocon Realty & Infrastructure Limited, therein referred to as Mortgage II, Recharge Express Private Limited, therein referred to as Mortgage III, Unity Appliances Limited, therein referred to as Mortgage IV, Pipavav Energy Private Limited, therein referred to as Mortgage V, Universal Digital Connect Limited, therein referred to as Mortgage VI and Yes Bank Limited therein referred to as the Mortgagee/Lender, Videocon conveyed transferred and assigned in favour of Yes Bank Limited as and by way of security/mortgage *inter-alia* all its present and future receivables in the said Project and all the rights and interests which Videocon is entitled to under the Agreement for Development dated 1<sup>st</sup> December, 2011 and any amendments thereto from time to time.

By and under a Deed of Hypothecation dated 15<sup>th</sup> June, 2018 executed by and between Forbes & Company Limited, therein referred to as the Security Provider of One Part and Axis Bank Limited, therein referred to as the Bank of the Other Part, wherein Forbes created a First Charge on receivables to the extent of its share in the said Project in respect of all amounts owing to and received and/or receivable by the Forbes and/or any person on its behalf, all book debts, all cash flows and receivables of the said Project and pertaining to the Forbes.

By and under a letter dated 18<sup>th</sup> February, 2019 addressed by Yes Bank to Videocon, Yes Bank has agreed to release the charge on all present and future receivables accruing to Videocon out of the said Project on receipt of Rs. 105,00,00,000/- (Rupees One Hundred and Five Crores only). By and under a letter dated 14<sup>th</sup> May, 2019, addressed by Yes Bank to Videocon, Yes Bank has released its charge over the Project.

37. By and under the said Declaration, we have been informed that PREPL has availed a term loan facility from Yes Bank against the security of *inter-alia*, an exclusive charge through registered mortgage over PREPL's rights, interest and share in the Project. By and under the said Declaration, we have been informed that PREPL is in the process of executing and registering the Deed of Mortgage as aforesaid in favour of Yes Bank.



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## D. Revenue Records

38. We have been furnished with the Property Register Card dated 25<sup>th</sup> July, 2018 in respect of the said Land and on perusal thereof, note as under. We further note that the name of PREPL is not reflected therein. By and under the said Declaration, we have been informed that they are in the process of updating the name of PREPL in the holders' column.

CTS No.	Area (in square meters)	Holders	Tenure
15A/1	22,627.10	Forbes and Company Limited	Non-Agricultural

## E. Searches in the Office of the Sub Registrar of Assurances

39. We have caused searches to be carried out in the offices of the concerned Sub-Registrar of Assurances at Mumbai and have been furnished with the Search Report dated 4<sup>th</sup> May, 2019, issued by Mr. Eknath Gaokar, Search Clerk, for the period from 1960 to 2019 (59 years), in respect of *inter-alia* the said Specified Land and on perusal thereof note that in addition to the documents mentioned hereinabove, the following documents are reflected therein:

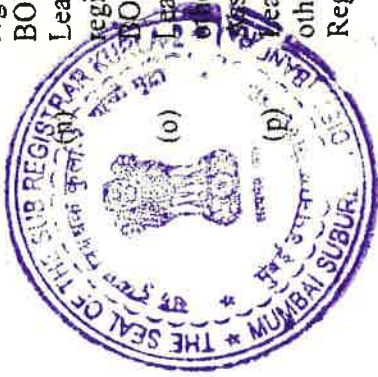
- (a) Affidavit dated 30<sup>th</sup> January, 2015 executed by Forbes and registered in the office of the Sub-Registrar of Assurances at Kurla-1 under Serial No.1539 of 2015;
- (b) Affidavit dated 27<sup>th</sup> March, 2015 executed by Forbes registered in the office of the Sub-Registrar of Assurances at Kurla-1 under Serial No.4056 of 2015;
- (c) Affidavit dated 29<sup>th</sup> February, 2016 executed by Forbes registered in the office of the Sub-Registrar of Assurances at Kurla-1 under Serial No.2174 of 2016;
- (d) Indemnity Bond dated 29<sup>th</sup> February, 2016 executed by Forbes registered in the office of the Sub-Registrar of Assurances at Kurla-1 under Serial No.2175 of 2016;
- (e) Affidavit dated 12<sup>th</sup> April, 2016 executed by Forbes registered in the office of the Sub-Registrar of Assurances at Kurla-2 under Serial No.3625 of 2016;
- (f) Affidavit dated 30<sup>th</sup> September, 2016 executed by Forbes registered in the office of the Sub-Registrar of Assurances at Kurla-2 under Serial No.9631 of 2016;
- (g) Rectification Deed dated 6<sup>th</sup> July, 2017 executed by and between Forbes, Videocon (Confirming Party) and (i) Mahesh Rana and (ii) Divya Rana registered in the office of the Sub-Registrar of Assurances at Kurla-2 under Serial No.7216 of 2017;
- (h) Indemnity Bond dated 11<sup>th</sup> September, 2017 executed by Forbes registered in the office of the Sub-Registrar of Assurances at Kurla-4 under Serial No.9569 of 2017;



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- (i) Affidavit dated 12<sup>th</sup> June, 2018 executed by and between Forbes and the Municipal Commissioner registered in the office of the Sub-Registrar of Assurances at Kurla-2 under Serial No.7186 of 2018;
- (j) Affidavit dated 12<sup>th</sup> June, 2018 executed by and between Forbes and the Municipal Commissioner registered in the office of the Sub-Registrar of Assurances at Kurla-2 under Serial No.7188 of 2018;
- (k) Affidavit dated 12<sup>th</sup> June, 2018 executed by and between Forbes and the Municipal Commissioner registered in the office of the Sub-Registrar of Assurances at Kurla-2 under Serial No.7190 of 2018;
- (l) Notice of Lis-Pendens dated 7<sup>th</sup> February, 1967 executed by and between Shamsundar Tarachand Advani and Shamsundar Tarachand Adwani and registered in the office of the Sub-Registrar of Assurances under Serial No. BOM/ 571 of 1967;
- (m) Lease Deed dated 11<sup>th</sup> February, 1976 executed by and between Manubhai Sheth registered in the office of the Sub-Registrar of Assurances under Serial No. BOMS/ 704 of 1967;
- (n) Lease Deed dated 27<sup>th</sup> January, 1976 executed by and between Manubhai Sheth registered in the office of the Sub-Registrar of Assurances under Serial No. BOMS/ 345 of 1967;
- (o) Lease Deed dated 18<sup>th</sup> July, 1968 executed by and between Manubhai Sheth and others to Mahendra & Co registered in the office of the Sub-Registrar of Assurances under Serial No. BND/ 1635 of 1968;
- (p) Lease Deed dated 18<sup>th</sup> July, 1968 executed by and between Manubhai Sheth and others to Danabhai Khimji Patel and others registered in the office of the Sub-Registrar of Assurances under Serial No. BND/ 1639 of 1968;



40. We have been furnished with a copy of the documents listed in serial no. (a). (b). (c). (d). (e). (f). (g). (h). (i). (j) and (k) and on perusal thereof note that the same do not adversely affect the title of PREPL to the said Property. We have been furnished with a copy of the documents listed in serial no. (m). (n). (o) and (p) and on perusal thereof note that same are not in respect of the said Property. We have been informed by our Search Clerk that the document listed in serial no. (l) hereinabove is not available at the office of the Sub-Registrar and hence the same has not been perused by us .

**F. Searches carried out on the website of the Central Registry of Securitization Asset Reconstruction and Security Interest of India (CERSAI)**

41. We have caused searches to be conducted on the website of the Central Registry of Securitization Asset Reconstruction and Security Interest of India and have been furnished with a Search Report dated 29<sup>th</sup> April, 2019 issued by Ms. Jinal Dawda, Company Secretary. in respect of inter-alia the said Land and on perusal thereof, we observe that there are no outstanding charges/ mortgages reflected therein in respect of the said Land.



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G. Searches carried out on the website of the Registrar of Companies (ROC)

42. We have caused searches to be conducted on the website of the Registrar of Companies for any outstanding charges and have been furnished with a Search Report dated 5<sup>th</sup> April, 2019 issued by Ms. Jinal Dawda, Company Secretary, in respect of Forbes and on perusal thereof note that by and under a Deed of Hypothecation dated 15<sup>th</sup> June, 2018 and executed by and between Forbes & Company Limited in favour of Axis Bank Limited, Forbes has hypothecated in favour of Axis Bank Limited, the receivables to the extent of its share in the said Project.
43. We have caused searches to be conducted on the website of the Registrar of Companies for outstanding charges and have been furnished with a Search Report dated 28<sup>th</sup> February, 2019 issued by Ms. Jinal Dawda, Company Secretary, in respect of PREPL, and on perusal thereof, note that there are no outstanding charges reflected therein.

H. Litigation Searches

44. We have caused online searches to be carried in respect of any pending litigation in relation to Forbes and PREPL and accordingly, we have been furnished with a copy of the Legal Audit Reports dated 9<sup>th</sup> May, 2019 issued by Cubicree Technology Solutions Private Limited in respect of Forbes and PREPL. On perusal of the Legal Audit Report in respect of PREPL, we note that there are no litigations reflected therein. On perusal of the Legal Audit Report in respect of Forbes, we note that there are several litigations reflected therein. However, by and under the said Declaration, we have been informed by Forbes that none of the litigations reflected therein are in respect of and/or affect the said Property in any manner whatsoever.

I. Other Observations

45. We have been furnished with a Property Tax bill dated 20<sup>th</sup> May, 2018 in respect of the said Land for the period 2018-2019 and on perusal thereof note that the said Property to be issued in the name of FFCCL. We have been furnished with receipts evidencing payment of the aforesaid amounts.
46. We have been furnished with Order bearing Ref. No. Dy.Ch.E/8985/Rds/ES dated 23<sup>rd</sup> December, 2013 issued by the M.C.G.M. ("M.C.G.M Order"), wherein it has inter-alia been observed that "in this particular case the NOC issued under Section 20 of the ULC Act in the year 1979 has become redundant and is no more valid as per the letter from Industries Commission. Moreover, the State Government has not acquired the surplus vacant land under Section 10(3) or 10(5) of the ULC Act".
47. We have inspected the original documents of title in respect of inter-alia the said Property and as listed in the Third Schedule hereunder: written.



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48. We have perused a copy of the Memorandum and Articles of Association of PREPL and Forbes on perusal thereof note that no special rights have been created in favour of any third party and/or person.
49. Under instructions of PREPL and Forbes, we have not issued public notices inviting claims in respect of the said Property.
50. For the purposes of this Title, we have made certain assumptions which are set out in the **Fourth Schedule** hereto.
51. By and under the said Declaration, we have been informed that:

- (a) PREPL & Forbes are in exclusive, quiet, vacant and peaceful possession of the said Property;
- (b) Save and except as mentioned herein above, there are no mortgages, charges and or any encumbrances created by either PREPL and/or Forbes in respect of the said Property or any part thereof;



There are no legal, quasi-legal, administrative, arbitration, mediation, conciliation or other proceedings, claims, actions or governmental investigations of any nature pending or threatened against or with respect to the said Property or any part thereof;

There have been no adverse/ prohibitory orders passed under any suits/ proceedings restraining mortgage and/or any transfer of the said Property or any part thereof or in any manner whatsoever;

#### **J. Conclusion**

On the basis and subject to the aforesaid, in our Opinion, PREPL & Forbes are the co-owners of the said Land are entitled to develop the said Project.

#### **THE FIRST SCHEDULE REFERRED TO HEREINABOVE**

*(Description of the said Specified Land)*

All that piece and parcel of land admeasuring in the aggregate 27,263.50 square meters or thereabouts and bearing Survey No. 6 (part) and Survey No. 7 (part) and old C.T.S. No. 15A, 15C, 15D, 15E, 15F and now bearing C.T.S. Nos. 15A/1, 15A/2, 15A/3 and 15A/4 of Village Chandivali in Greater Mumbai in the Registration Sub-District of Bandra District Mumbai Suburban and registered in the Books of the Collector of Land Revenue and surrounded by

- On or towards the North by: Plot bearing CTS No. 13  
 On or towards the South by: Plot bearing CTS No. 15/3  
 On or towards the East by: Plot bearing CTS No. 14 and partly by plot bearing CTS No. 11  
 On or towards the West by: public road





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## THE SECOND SCHEDULE REFERRED TO HEREINABOVE

*(Description of the said Land)*

All that piece and parcel of land bearing Survey No. 6 (part) and Survey No. 7 (part) and old CTS No. 15A, 15C, 15D, 15E, 15F and now bearing CTS No. 15A/1 admeasuring in 22,627.1 square meters or thereabouts situate lying and being at Chandivali Estate Road forming a part of the Larger Land (more particularly described in the First Schedule hereinabove) and bounded as follows:

On or towards the North by: Plot bearing CTS No. 15/A/4 (D.P. Road)

On or towards the South by: Plot bearing CTS No. 15/B and 15/A/2

On or towards the East by: Plot bearing CTS No.14 & partly by CTS No.11

On or towards the West by: CTS No.13

## THE THIRD SCHEDULE REFERRED TO HEREINABOVE

### Part A

*(List of Original Title Documents in possession of Forbes)*

1. Original Indenture dated 9<sup>th</sup> December, 1961, registered in the office of the Sub-Registrar of Assurances under Serial No. BOM.R/15 of 1962;
2. Certified True Copy Indenture dated 27<sup>th</sup> January, 1962, registered in the office of the Sub-Registrar of Assurances under Serial No. BOM.R/ 675 of 1962;
3. Certified True Copy of Indenture dated 30<sup>th</sup> December, 1969, registered in the office of the Sub-Registrar of Assurances under Serial No. BOM.R/ 264 of 1970;
4. Certified True Copy of Order dated 5<sup>th</sup> March, 1971 passed in Company Petition No.110 of 1970 connected with Company Application No.23 of 1970, the High Court of Bombay sanctioned the Arrangement embodied in the Scheme of Amalgamation;
5. Certified True Copy of Order dated 23<sup>rd</sup> July, 1992, passed in Company Petition No.77 of 1992 connected with Company Application No.359 of 1991, the High Court of Bombay sanctioned the Arrangement embodied in the Scheme of Amalgamation;
6. Award dated 25<sup>th</sup> February, 2019 passed in the arbitration before the Sole Arbitrator Mrs. Justice Roshan Dalvi (Retd.) and registered with the Office of Sub-Registrar of Assurance with Serial No. KRL-4/5405 of 2019;



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**Part B**  
*(List of Original Title Documents in possession of PREPL)*

1. Business Transfer Agreement Dated 27<sup>th</sup> February 2019 ("BTA") executed by and between Forbes & Company Limited, therein referred to as Seller/ Forbes of the One Part and Paikar Real Estates Private Limited;
2. Sale Deed dated 7<sup>th</sup> May, 2019, and registered in the office of the Sub-Registrar of Assurances under Serial No.KRL-4/5406 of 2019;

**THE FOURTH SCHEDULE REFERRED TO HEREIN ABOVE**  
*(Assumptions)*

1. *This Opinion on Title is for the limited purpose of expressing our opinion on the matters mentioned herein and is issued under the instructions of PREPL & Forbes and meant only for the perusal and use of PREPL & Forbes to whom it is issued and should not be relied upon by any other person or persons or for any purpose other than the aforesaid.*
2. *This Opinion on Title is based only on the information given to us alongwith the documents and statements submitted, furnished and produced before us from time to time during the course of our due diligence.*



3. *This Opinion on Title is confined and limited to the state of affairs as on the date hereof. We are not aware of any information to the contrary, which would lead us to believe that the observations stated herein are no longer valid.*
5. *We are unable to verify whether the parties to any agreements reviewed had the authority to enter into such agreements or whether the agents acting for such parties had the powers of attorney to so act where the documents have been executed as attorneys.*
6. *This Opinion on Title is limited to the matters expressly set forth herein and no comment is implied or may be inferred beyond the matters expressly stated herein. This Opinion on Title is based only on the documents made available for our examination and information provided to us as stated above. Matters expressed herein are limited to reflect the state of the law applicable to the particular facts herein contained only as on the date hereof.*



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7. We express no opinion as to the consequence or application of any law existing and applicable after such date, and expressly decline any continuing obligation to advise after the date of this Opinion on Title of any changes in the foregoing or any changes of circumstances of which we may become aware that may affect our observations contained herein.
8. As regards any statements and/or information specified in this Opinion having being provided and/or furnished, as the case may be, we have relied on the representations, declaration and confirmation made under the said Declaration and have not independently verified the same.
9. As regards the litigation matters, we have not, independently verified the said information and have relied on the information provided to us by Forbes & PREPL in this regard. Further, we have not carried out any independent searches in any of the Court offices regarding the pendency of any litigation.
10. For the purpose of this Opinion on Title, we have perused the receipt clauses specified in the registered agreements and have presumed that consideration amount specified therein were the only amounts payable to the respective vendors of the properties and the signatories to the receipt have received the said amount from the purchaser. Further, we have presumed that no other commercials were involved in the transaction.
11. For the purpose of this Opinion on Title, we have not independently verified the powers of attorney or the authority under which the individuals have signed the document of title as constituted Attorney.
12. We have relied solely on the registered documents of title furnished to us in cases where there is any inconsistency between the search reports and other unregistered documents furnished to us from time to time during the course of our due diligence exercise.
13. We assume that technical diligence has been conducted in respect of the said Specified Land including the said Property in all respects including but not limited to the reservations, DP Plans & Remarks and development permissions affecting the said Specified Land and the said Project.
14. We have not opined on the building and the structures standing on the said Specified Land and we recommend that a separate technical diligence be conducted for the same.
15. This Opinion on Title is for the limited purpose of expressing our opinion on the matters mentioned herein and should not be relied upon by any other person or persons or for any purpose other than the aforesaid.



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16. We expressly disclaim any liability, which may arise due to any decision taken by any person or persons, based on this Opinion on Title.



Dated this 22<sup>nd</sup> day of May, 2019.

Yours faithfully,

A handwritten signature in black ink, appearing to read "Dhaval Vussonji".

Dhaval Vussonji & Associates  
Advocates & Solicitors



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**Annexure A**  
*(List of Documents Provided for Perusal)*

Sr. No.	Particulars
1.	Photocopy of Indenture dated 9 <sup>th</sup> December, 1961, registered in the office of the Sub-Registrar of Assurances under Serial No. BOM.R/15 of 1962.
2.	Photocopy of Indenture dated 27 <sup>th</sup> January, 1962, registered in the office of the Sub-Registrar of Assurances under Serial No. BOM.R/ 675 of 1962.
3.	Photocopy of the Indenture dated 30 <sup>th</sup> December, 1969, registered in the office of the Sub-Registrar of Assurances under Serial No. BOM.R/ 264 of 1970.
4.	Photocopy of Order dated 5 <sup>th</sup> March, 1971 passed in Company Petition No.110 of 1970 connected with Company Application No.23 of 1970, the High Court of Bombay sanctioned the Arrangement embodied in the Scheme of Amalgamation.
5.	Photocopy of Order dated 29 <sup>th</sup> June, 1979 bearing No. ULC/F-18/MC/IC/GAD/1459 issued by the Directorate of Industries, Forbes (then known as FFCCL) was granted exemption under Section 20(i)(a) of the Urban Land (Ceiling and Regulation) Act, 1976.
6.	Photocopy of Order dated 23 <sup>rd</sup> July, 1992, passed in Company Petition No. 77 of 1992 connected with Company Application No.359 of 1991, the High Court of Bombay sanctioned the Arrangement embodied in the Scheme of Amalgamation of Forbes Forbes Campbell & Company Limited.
7.	Photocopy of Certificate of Incorporation consequent on Change of Name dated 28 <sup>th</sup> September, 1992 came to be issued by the Registrar of Companies, Maharashtra recording the change in name from Gokak Patel Volkart Limited to Forbes Gokak Limited.
8.	Photocopy of Memorandum of Understanding dated 29 <sup>th</sup> December, 1994 and executed by and between Forbes Gokak Limited, therein referred to as the Owners of the One Part and the Videocon Properties Limited, therein referred to as the Developer of the Other Part.



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9.	Photocopy of Certificate of Incorporation Consequent upon Change of Name dated 25 <sup>th</sup> October, 2007 came to be issued by the Ministry of Corporate Affairs recording the change in name from Forbes Gokak Limited to Forbes & Company Limited.
10.	Photocopy of Fresh Certificate of Incorporation Consequent upon Change of Name dated 21 <sup>st</sup> June, 2006 came to be issued by the Ministry of Corporate Affairs recording the change in name from Videocon Properties Limited to Videocon Realty and Infrastructure Limited.
11.	Photocopy of Complaint in Suit No. 2907 of 2003 filed by Videocon Realty and Infrastructure Limited against Forbes & Company Limited in the High Court of Judicature at Bombay.
12.	Photocopy of Consent Terms dated 13 <sup>th</sup> December, 2011 in Suit No. 2907 of 2003 filed by Videocon Properties Limited against Forbes & Company Limited in the High Court of Judicature at Bombay.
13.	Photocopy of Order dated 16 <sup>th</sup> December, 2011 passed in Suit No. 2907 of 2003 with Chamber Summons No. 1671 of 2009.
15.	Photocopy of Agreement for Development dated 1 <sup>st</sup> December, 2011, registered with the Office of Sub-Registrar of Assurances under Serial No. BDR-13/9880 of 2011 and executed by and between Forbes & Company Limited, therein referred to as Forbes and Videocon Realty and Infrastructure Limited, therein referred to as Videocon.
15.	Photocopy of Supplemental Agreement dated 25 <sup>th</sup> July, 2017 and registered with the Sub-Registrar of Assurances under Serial No. KRL-5-3197 of 2018 and executed by and between Forbes & Company Limited, therein referred to as Forbes and Videocon Realty and Infrastructure Limited, therein referred to as Videocon.
16.	Photocopy of letter dated 19 <sup>th</sup> February 2019, addressed by Forbes & Company Limited to Videocon Realty and Infrastructure Limited whereby Forbes & Company Limited terminated <i>inter alia</i> the Agreements for Development.
17.	Photocopy of the Award dated 25 <sup>th</sup> February, 2019 passed in the arbitration before the Sole Arbitrator Mrs. Justice Roshan Dalvi (Retd.) and registered with the Office of Sub-Registrar of Assurance with Serial No. KRL-4/5405 of 2019
18.	Photocopy of letter dated 2 <sup>nd</sup> March 2019, addressed by Videocon Realty and Infrastructure Limited, to MahaRERA.



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19.	Photocopy of Letter dated 20 <sup>th</sup> March, 2019, issued by Forbes & Company Limited to MahaRERA.
20.	Photocopy of Business Transfer Agreement Dated 27 <sup>th</sup> February 2019 executed by and between Forbes & Company Limited, therein referred to as Seller/ Forbes of the One Part and Paikar Real Estates Private Limited therein referred to as the Purchaser of the Other Part.
21.	Photocopy of Amalgamation and Sub-Division Order bearing No. C/KARYA-2D/SRK-2106 dated 22 <sup>nd</sup> February, 2018 issued by the Collector, Mumbai Suburban District.
22.	Photocopy of Order dated 5 <sup>th</sup> March, 2018 issued by the City Survey Officer.
23.	Photocopy of Sale Deed dated 7 <sup>th</sup> May, 2019, and registered in the office of the Sub-Registrar of Assurances under Serial No.KRL-4/5406 of 2019, executed by and between Forbes & Company Limited, therein referred to as Vendor of the One Part and Paikar Real Estates Private Limited, therein referred to as Purchaser of the Other Part.
24.	Photocopy of Deed of Mortgage dated 9 <sup>th</sup> June, 2016 and registered in the office of the Sub-Registrar of Assurances under Serial No.BRL-6/5859 of 2016.
25.	Photocopy of Deed of Hypothecation dated 15 <sup>th</sup> June, 2016 executed by and between Forbes & Company Limited, therein referred to as the Security Provider of One Part and Axis Bank Limited, therein referred to as the Bank of the Other Part.
26.	Photocopy of Letter dated 18 <sup>th</sup> February, 2019 addressed by Yes Bank to Videocon Realty & Infrastructure Limited.
27.	Photocopy of Affidavit dated 30 <sup>th</sup> January, 2015 executed by Forbes and registered in the office of the Sub-Registrar of Assurances at Kurla-1 under Serial No.1539 of 2015.
28.	Photocopy of Affidavit dated 27 <sup>th</sup> March, 2015 executed by Forbes & Company Limited registered in the office of the Sub-Registrar of Assurances at Kurla-1 under Serial No.4056 of 2015.
29.	Photocopy of Affidavit dated 29 <sup>th</sup> February, 2016 executed by Forbes & Company Limited registered in the office of the Sub-Registrar of Assurances at Kurla-1 under Serial No.2174 of 2016.



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30.	Photocopy of Affidavit dated 12 <sup>th</sup> April, 2016 executed by Forbes & Company Limited registered in the office of the Sub-Registrar of Assurances at Kurla-2 under Serial No.3623 of 2016.
31.	Photocopy of Affidavit dated 30 <sup>th</sup> September, 2016 executed by Forbes & Company Limited registered in the office of the Sub-Registrar of Assurances at Kurla-2 under Serial No.9631 of 2016.
32.	Photocopy of Rectification Deed dated 6 <sup>th</sup> July, 2017 executed by and between Forbes & Company Limited, Videocon Realty and Infrastructure Limited (Confirming Party) and (i) Mahesh Rana and (ii) Divya Rana registered in the office of the Sub-Registrar of Assurances at Kurla-2 under Serial No.7216 of 2017.
33.	Photocopy of Indemnity Bond dated 11 <sup>th</sup> September, 2017 executed by Forbes & Company Limited registered in the office of the Sub-Registrar of Assurances at Kurla-4 under Serial No.9569 of 2017.
34.	Photocopy of Affidavit dated 12 <sup>th</sup> June, 2018 executed by and between Forbes & Company Limited and the Municipal Commissioner registered in the office of the Sub-Registrar of Assurances at Kurla-2 under Serial No.7186 of 2018.
35.	Photocopy of Affidavit dated 12 <sup>th</sup> June, 2018 executed by and between Forbes & Company Limited and the Municipal Commissioner registered in the office of the Sub-Registrar of Assurances at Kurla-2 under Serial No.7188 of 2018.
36.	Photocopy of Affidavit dated 12 <sup>th</sup> June, 2018 executed by and between Forbes & Company Limited and the Municipal Commissioner registered in the office of the Sub-Registrar of Assurances at Kurla-2 under Serial No.7190 of 2018.
37.	Photocopy of Lease Deed dated 11 <sup>th</sup> February, 1976 executed by and between Manubhai Sheth registered in the office of the Sub-Registrar of Assurances under Serial No. BOMS/ 704 of 1967.
38.	Photocopy of Lease Deed dated 27 <sup>th</sup> January, 1976 executed by and between Manubhai Sheth registered in the office of the Sub-Registrar of Assurances under Serial No. BOMS/ 345 of 1967.
39.	Photocopy of Lease Deed dated 18 <sup>th</sup> July, 1968 executed by and between Manubhai Sheth and others to Mahendra & Co registered in the office of the Sub-Registrar of Assurances under Serial No. BND/ 1635 of 1968.



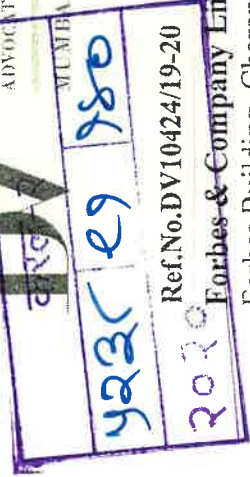


करल-२		
५२३८	६०	१४०
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# DV

40.	Photocopy of Lease Deed dated 18 <sup>th</sup> July, 1968 executed by and between Manubhai Sheth and others to Danabhai Khimji Patel and others registered in the office of the Sub-Registrar of Assurances under Serial No. BND/ 1639 of 1968.
41.	Photocopy of Property Tax bill dated 20 <sup>th</sup> May, 2018 and receipt thereto.
42.	Photocopy of Order bearing Ref. No. Dy.Ch.E/8985/Rds/ES dated 23 <sup>rd</sup> December, 2013 issued by the M.C.G.M.
43.	Photocopy of Memorandum and Articles of Association of Forbes & Company Limited and Paikar Real Estates Private Limited





Kind Attn: Mr. Pankaj Khattar

✓ **Paikar Real Estates Private Limited**

SP Centre, 41/44, Minoo Desai Marg, Colaba,  
Mumbai- 400 005.

Kind Attn: Mr. Rajesh Baxi

**ADDENDUM TO THE OPINION ON TITLE**

**Re:** All that piece and parcel of land admeasuring 22,627.10 square meters or thereabouts bearing Survey No. 6 (part) and Survey No. 7(part) and forming part of CTS Nos. 15A, 15C, 15D, 15E and 15F and now bearing C.T.S. No. 15A/1 of Village Chandivali in Greater Mumbai in the Registration Sub-District of Bandra District Mumbai Suburban and more particularly described in the **Schedule** hereunder written ("**the said Land**").

1. We refer to the Opinion on Title dated 22<sup>nd</sup> May, 2019 bearing reference Nos. DV8588/19-20 and DV8589/19-20 issued by us ("**Opinion on Title**") in respect of the said Land, wherein it is stated that, basis and subject to the what has been stated therein, Paikar Real Estates Private Limited ("**PREPL**") and Forbes and Company Limited ("**Forbes**") are the co-owners of the said Land and are entitled to develop the project known as Vicinia ("**the Project**").  
As per the date of the Opinion on Title, we had been furnished with the Property Register Card dated 25<sup>th</sup> July, 2018 in respect of the said Land and on perusal thereof, we noted as under.



Area (in square meters)	Holders	Tenure
15A/1	Forbes and Company Limited	Non-Agricultural

We further noted that the name of PREPL was not reflected therein. By and under a Declaration dated 22<sup>nd</sup> May, 2019, we had been informed that PREPL was then in the process of updating the name of PREPL in the holders' column.

3. We have now been furnished with the Property Register Card dated 12<sup>th</sup> July, 2019 in respect of the said Land and on perusal thereof, we note as under.

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करल-२		
५२३८	९२	१४०
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CTS No.	Area (in square meters)	Holders	Tenure
15A/1	22,627.10	Forbes and Company Limited – for area admeasuring 11,313.55 square metres Paikar Real Estate Private Limited – for area admeasuring 11,313.55 square metres	Non-Agricultural

### THE SCHEDULE REFERRED TO HEREINABOVE

*(Description of the said Land)*

All that piece and parcel of land bearing Survey No. 6 (part) and Survey No. 7 (part) and old CTS No. 15A, 15C, 15D, 15E, 15F and now bearing CTS No. 15A/1 admeasuring in 22,627.1 square meters or thereabouts situate lying and being at Chandivali Estate Road forming a part of the Specified Land (more particularly described in the First Schedule written under the Opinion on Title) and bounded as follows:

On or towards the North by: Plot bearing CTS No. 15/A/4 (D.P. Road);

On or towards the South by: Plot bearing CTS No. 15/B and 15/A/2;

On or towards the East by: Plot bearing CTS No.14 & partly by CTS No.11;

On or towards the West by: CTS No.13.

Dated this 14<sup>th</sup> day of January, 2020.

Yours faithfully,



Dhaval Vussonji & Associates  
Advocates & Solicitors

**DHIAVAL VUSSONJI**  
ADVOCATES & SOLICITORS

MUMBAI • BENGALURU • DELHI

423	23 980
Ref.No. DV/10423/19-20	
2020	Forbes & Company Limited

Forbes Building, Chhatrajit Rai Marg,  
Fort, Mumbai- 400 001.

Kind Attn: Mr. Pankaj Khattar

**Paikar Real Estates Private Limited**

SP Centre, 41/44, Minoo Desai Marg, Colaba,  
Mumbai- 400 005.

Kind Attn: Mr. Rajesh Baxi

**ADDENDUM TO THE OPINION ON TITLE**

**Re:** All that piece and parcel of land admeasuring 22,627.10 square meters or thereabouts bearing Survey No. 6 (part) and Survey No. 7(part) and forming part of CTS Nos. 15A, 15C, 15D, 15E and 15F and now bearing C.T.S. No. 15A/1 of Village Chandivali in Greater Mumbai in the Registration Sub-District of Bandra District Mumbai Suburban and more particularly described in the **Schedule** hereunder written ("**the said Land**").

1. We refer to the Opinion on Title dated 22<sup>nd</sup> May, 2019 bearing reference Nos. DV8588/19-20 and DV8589/19-20 issued by us ("**Opinion on Title**") in respect of the said Land, wherein it is stated that, basis and subject to the what has been stated therein, Paikar Real Estates Private Limited ("**PREPL**") and Forbes and Company Limited ("**Forbes**") are the co-owners of the said Land and are entitled to develop the project known as Vicinia ("**the Project**").
2. As on the date of the Opinion on Title, we had been furnished with the Property Register Card dated 25<sup>th</sup> July, 2018 in respect of the said Land and on perusal thereof, we noted as  

CTS No.	Area (in square meters)	Holders	Tenure
15A/1	22,627.10	Forbes and Company Limited	Non-Agricultural

We further noted that the name of PREPL was not reflected therein. By and under a Special Power of Attorney dated 22<sup>nd</sup> May, 2019, we had been informed that PREPL was then in the process of being registered in the name of PREPL in the holders' column.
3. We have now been furnished with the Property Register Card dated 12<sup>th</sup> July, 2019 in respect of the said Land and on perusal thereof, we note as under.

# DV

करल-२		
५२३८	२४	१४०
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CTS No.	Area (in square meters)	Holders	Tenure
15A/1	22,627.10	Forbes and Company Limited – for area admeasuring 11,313.55 square metres Paikar Real Estate Private Limited – for area admeasuring 11,313.55 square metres	Non-Agricultural

**THE SCHEDULE REFERRED TO HEREIN ABOVE**

*(Description of the said Land)*

All that piece and parcel of land bearing Survey No. 6 (part) and Survey No. 7 (part) and old CTS No. 15A, 15C, 15D, 15E, 15F and now bearing CTS No. 15A/1 admeasuring in 22,627.1 square meters or thereabouts situate lying and being at Chandivali Estate Road forming a part of the Specified Land (more particularly described in the First Schedule written under the Opinion on Title) and bounded as follows:  
On or towards the North by: Plot bearing CTS No. 15/A/4 (D.P. Road);  
On or towards the South by: Plot bearing CTS No. 15/B and 15/A/2;  
On or towards the East by: Plot bearing CTS No.14 & partly by CTS No.11; and  
On or towards the West by: CTS No.13.

Dated this 14<sup>th</sup> day of January, 2020.

Yours faithfully,

*D. Vussonji*

Dhaval Vussonji & Associates  
Advocates & Solicitors



## मालमत्ता पत्रक

विभाग/मोजे -- चांदीवली तालुका/न.भु.मा.का. -- न.भू.अ.घाटकोपर जिल्हा -- मुंबई उपनगरपालिका/घाटकोपर



शासनाला दिलेला आकारापेक्षा किंवा भाड्याचा तपशील आणि त्याच्या परीक्षणपत्रातील त्रुटी (विल)

रक्कम रु. ५७५.४४  
१३.२.६३ पर्यंत

धरणीधिकार

क्षेत्र चौ.मी.

प्लॉट नंबर

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+ ६३३९.९ न.भू.क्र. १५/१,  
१५/२ व १७ चे  
क्षेत्र सामील  
----- केले.  
४२९८५.३  
- ३३१११.४ पो.हि. पडलेमुळे  
कमी केले.  
[[१८२३.९]]  
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+ १७१८८.२ न.भू.क्र. १५क  
१५ड १५ई, १५फ चे क्षेत्र  
सामील केले.  
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२७२६३.९  
- ४६३६.८ पोटहिस्से  
पडलेमुळे कमी केले.  
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२२६२७.१

करल-२

५२३८	२५१४०
२२३३	१५३३

सुविधाधिकार



हक्काचा मुळ धारक मा.उच्च न्यायालय मुंबई यांचे दि.

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## मालमत्ता पत्रक

विभाग/मोजे -- चांदीवली

तालुका/न.भु.मा.का. -- न.भु.अ.घाटकोपर

जिल्हा -- मुंबई उपनगर जिल्हा

भार मुापन शिट नंबर प्लॉट नंबर क्षेत्र

धारणाधिकार

शासनाला दिलेल्या आकाराणाचा किंवा भाड्याचा तपशील आणि त्याच्या फेर तपासणीची नियत वेळ)

क्रमांक / भा. प्लॉ. न.

चौ.मी.

१५/अ/१

१५/अ

दिनांक	व्यवहार	खंड क्रमांक	नविन धारक (धा) पट्टेदार (प) किंवा भार (भा)	साक्षात्कृत
१७/०६/१९९६	स्व.सु. मा. जिल्हाधिकारी मुं.उ. यांचेकडील पो.हि. व एकात्रिकरण आदेश क्र.सी./ कार्या ७/एकत्री/पो.हि. एस.आर. २५०२ दि. १२.४.९६ व न.भु.अ. ७ मुं.उ. यांचे आदेश दि. १७.६.९६ अन्वये न.भु.क्र.१५/१, १५/२ व १७ चे एकुण क्षेत्र ६३३१.१ चौ.मी. क्षेत्र न.भु.क्र. १५ मध्ये सामील करून न.भु.क्र. १५ चे एकुण क्षेत्र ४२९८५.३ चौ.मी. कायम केले.			सही - १९९६-०६-१७ न.भु.अ. घाटकोपर
१७/०६/१९९६	मा. जिल्हाधिकारी मुं.उ. यांचा आदेश दि. १२.४.९६ व न.भु.क्र. ७ मुं.उ. यांचा आदेश दि. १७.६.९६ अन्वये भुखंड क्र. १ ते ४ व भुखंड क्र. ६ चे एकुण क्षेत्र ३३१६१.४ चौ.मी. क्षेत्र न.भु.क्र. १५ चे क्षेत्र ४२९८५.३ चौ.मी. मधुन वजा केले. व न.भु.क्र. १५ चे शिल्लक क्षेत्र ९८२३१ चौ.मी. कायम केले व न.भु.क्र. १५ चा शेज बदल करून १५अ असा दाखल केला व धारक व सत्ता प्रकार कायम ठेवले तसेच वजा केलेल्या भुखंडाच्या नविन स्वतंत्र मि.प. उघडल्या आहेत.			सही - १९९६-०६-१७ न.भु.अ. घाटकोपर
१७/१२/२०१५	...		मा. जमाबंदी आयुक्त आणि संचालक भूमि अभिलेख (पुणे यांचेकडील परिपत्रक नं. भू.१/मि.प./अक्षरी नॉ.पु.१७६/२०१५ पुणे दिनांक १६/०२/२०१५ आदेश क्र.न.भु.चांदीवली/१७६/२०१५ दिनांक १७/१२/२०१५ अन्वये केवळ मिळकत पत्रिकेवर नविन आचलितपत्र नं.१/१०१/२०१५ अक्षरी नऊ हजार आठशे नव्विस पूर्णांक नऊ दशांश मात्र चौ.मी.दाखल केले.	के.रमार् क्र.१७६ प्रमाणे सही - १०/३/२०१६ न.भु.अ.घाटकोपर
१०/०३/२०१६	मा. जिल्हाधिकारी, मुंबई उपनगर जिल्हा यांचे कडील क्षेत्र दुरुस्ती आदेश क्र.जि.अ.भू.अ./३क/चांदीवली/क्षे.ड./एस.आर.१६३०/२०१५ दि.२६/२/२०१६ अन्वये न.भु.क्र.१५अ या मिळकत पत्रिकेवरील दाखल असलेले ९८२३.९ चौ.मी. क्षेत्र रद्द करून त्या ऐवजी १००७५.७ चौ.मी. क्षेत्र दाखल केलेची नोंद केली.			के.रमार् क्र.१७७ प्रमाणे सही - १०/३/२०१६ न.भु.अ.घाटकोपर
०५/०३/२०१८	मा. जिल्हाधिकारी, मुंबई उपनगर जिल्हा यांचेकडील एकत्री/पो.वि. आदेश क्र. २२३/१७, दिनांक १६/१२/२०१७ अन्वये न.भु.क्र. १५अ या मिळकतीच्या १००७५.७ चौ.मी. क्षेत्रामध्ये न.भु.क्र. १५क, १५ड, १५ई व १५फ या मिळकतीचे एकुण क्षेत्र १७९८८.२ चौ.मी. सामील करून न.भु.क्र. १५अ चे २७२६३.९ चौ.मी. क्षेत्र कायम केले व सामील केलेल्या न.भु.क्र. १५क, १५ड, १५ई व १५फ या मिळकत पत्रिका रद्द केल्या व पोट विभागी प्रमाणे व भूखंड क्र. ब, क, ड एकुण क्षेत्र ४६३६.८ चौ.मी. न.भु.क्र. १५अ मधुन वजा करून न.भु.क्र. १५अ चे २२६२७.१ चौ.मी. क्षेत्र कायम केले व वजा केलेल्या क्षेत्राच्या नविन स्वतंत्र मिळकत पत्रिका उघडून त्यास न.भु.क्र. १५अ/३ व १५अ/४ असा केला व १५अ चा १५अ/१ असा शेज बदल केला व त्यावर सत्ताप्रकार, धारक व आरक्षणाच्या नोंदी दाखल केल्या.			के.रमार् क्र.२०२/१८ सही - ०५/०३/२०१८ न.भु.अ.घाटकोपर
३०/०६/२०१८	मा. कंपनी रजिस्ट्रार महाराष्ट्र कॉर्पोरेट आयडेंटिटी नंबर L-१७११०MH१९१९PLC०००६२८, दि.२५/१०/२००७ चे नांव परिवर्तन प्रमाणपत्रान्वये धारक फॉरबेस आणि कंपनी लिमिटेड असे नांव दाखल केले.		धारक फॉरबेस आणि कंपनी लिमिटेड	के.रमार् क्र.२०३ प्रमाणे सही - ३०/०६/२०१८ न.भु.अ.घाटकोपर

## मालमत्ता पत्रक

विभाग/मोजे -- चांदीवली

तालुका/न. भु. मा. का. -- न. भू. अ. घाटकोपर

जिल्हा -- मुंबई उपनगर जिल्हा

नगर भुपापन शिट नंबर प्लॉट नंबर क्षेत्र चौ.मी.

शासनाला दिलेल्या आकाराणीचा किंवा भाड्याचा तपशील आणि त्याच्या फेर तपासणीची निवत वेळ

क्रमांक / फा. प्लॉ. नं.

धारणाधिकार

१५/०६/२०१९

दिनांक

व्यवहार

खंड क्रमांक

नविन धारक (धा) पट्टेदार (प) किंवा भार (भा)

साक्षात्कन

१८/०६/२०१९-२  
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२०२०

२६/०६/२०१९

पैकी खरेदीने

अर्ज, जबाब, घोषणापत्र व मा. सह. दुय्यम निबंधक कुर्ली-४ यांचेकडील नोंदणीकृत दस्त क्र. ५४०६/१९, दि. ७/५/२०१९, सुची क्र. २ अन्वये खरेदी घेणार पार्सकर रिअल इस्टेट प्रा.लि. यांचे पैकी क्षेत्रास नांव दाखल केले.

अर्जदार यांचा अर्ज व मा. जमाबंदी आयुक्त आणि संचालक भूमि अभिलेख (म.राज्य) पुणे यांचेकडील परिपत्रक क्र.ना.भू.१/मि.प./अक्षरी नोंद/२०१५, पुणे दिनांक १६/२/२०१५, व इकडील आदेश दिनांक १८/८/२०१८ अन्वये दि. १७/१२/२०१५ ची नोंद कमी करून त्या ऐवजी पोटविमानाने उघडणीत आलेल्या न.भू.क्र. १५अ/१ या मिळकत पत्रिकेवर नमुद असलेले अर्की क्षेत्र अक्षरी बाबीस हजार सहारी सत्तावीस पुर्णक एक दशाश चौ.मी. दाखल केले.

फेर पत्रक क्र. २०९ प्रमाणे सही - १८/०८/२०१८ न.भू.अ.घाटकोपर

फेर पत्रक क्र. २१४ प्रमाणे सही - २६/०६/२०१९ न.भू.अ.घाटकोपर

तपासणी करणारा -

खरी नक्कल -

न.भू.अ.घाटकोपर

मुंबई उपनगर जिल्हा

अज क्रमांक २०५६ अज शाल्याची तारीख ०७/०७/२०१९

नक्कलेचा शुल्क २००/- नक्कल नयार तारीख १२/७/२०१९

नक्कलेची रक्कम / तयार तारिख ०५/०७/२०१९

तपासणी करणारा / तपासणारा तारिख १५/७/२०१९

कामद शुल्क ०६/- तयार दिल्याचा तारीख १५/७/२०१९

एकूण शुल्क २०६/- खरी प्रत .....



प्रमाणित लिपिक  
नगर भुपापन अधिकारी  
घाटकोपर

नगर भुपापन अधिकारी  
घाटकोपर



कयल-२

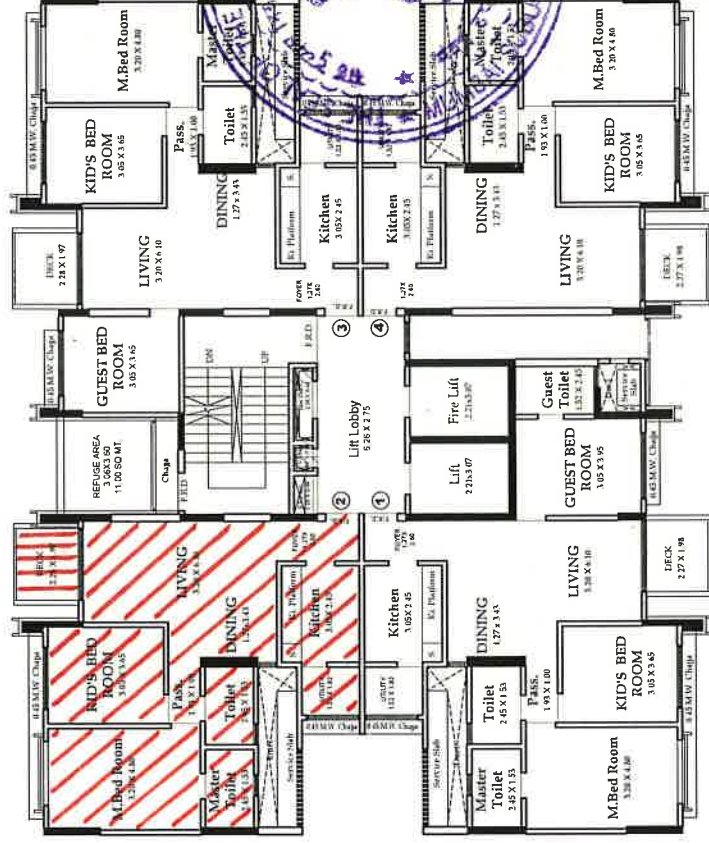
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Annexure A4 - Floor Plan - Tower D - Floor No.13



D-1302

FLOOR PLAN (13TH FLOOR)

TOWER D

Shalika

2020

*(Handwritten signature)*



Annexure A5.1 - Layout approval letter

**MUNICIPAL CORPORATION OF GREATER MUMBAI**  
**No. CE/ 362 / BPES / LOL. 10 OCT 2016**

To,

**Shri B. S. Joshi, Architect**  
M/s. Brighton Architect (I) Pvt. Ltd.,  
'A' Wing, Trade Star, J. B. Nagar,  
Andheri - Kurla Road, Andheri (East),  
Mumbai - 400 059

करल-२		
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Plot bearing		
C.T.S. No. 15A, 15C, 15D, 15E & 15F of village Chorndivall at		
Kurla, B.S.D.		

**Sub:** Proposed Layout / Amalgamation Sub-division of  
C.T.S. No. 15A, 15C, 15D, 15E & 15F of village Chorndivall at  
Kurla, B.S.D.

**Sir,**

With reference to the above, I have to inform you that the layout / Sub division - Amalgamation, of the above mentioned property submitted by you is hereby approved subject to terms and conditions enclosed herewith to be registered by you.

That the Layout / Sub divided Plots / Amalgamated plots shall be got demarcated by the DILR and the necessary changes shall be got effected in the record rights.

That the separate PRCs for all sub plots shall be got prepared from City Survey Office and submitted.

That the sub-divided plots in the layout shall be amalgamated / sub divided further without approval of this office.

That certificate under section 270 A of MMC Act be obtained after completion of street connection of Internal Water Mains.

Copy of approved layout plan along with the terms and conditions is enclosed herewith as token of approval.

Yours faithfully,

Acc :- One set of plan.

- sd -  
**Executive Engineer**  
**(Building Proposals) E.S.-I**

Copy forwarded for information to the owner  
**Forbes & Company Ltd.**

*[Signature]*  
**Executive Engineer**  
**(Building Proposals) E.S.-I**





in replying please quote No.  
and date of this letter.

Valid upto 01 FEB 2016

Intimation of Disapproval under Section 346 of the Mumbai  
Municipal Corporation Act, as amended up to date.

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No. E.B./CE/ BS/A

of 20 - 20

MEMORANDUM

CE / 4411 / BPES / AL 02 FEB 2015

Municipal Office,

Mumbai .....20

M/s. Forbes & Company Ltd.

With reference to your Notice, letter No. 8701 dated 10.07.2012 and delivered on

..... 20 and the plans, Sections Specifications and Description and further particulars and  
**Proposed development on plot bearing C.T.S. No. 15A, 15C, 15D,  
15E & 15F of village Chandivali at Kurla, B.S.D., Mumbai.**  
details of your buildings at ..... furnished

to me under your letter, dated ..... 20..... I have to inform you that I cannot approval of the building  
or work proposed to be erected or executed, and I therefore hereby formally intimate to you, under Section 346 of  
the Bombay Municipal Corporation Act as amended upto-date, my disapproval by the reasons:-

**(A) CONDITIONS TO BE COMPLIED WITH BEFORE STARTING THE WORK BEFORE PLINTH C.C.**

1. That the commencement certificate under Section 69(1)(a) of the M.R.& T.P. Act will not be obtained before starting the proposed work.
2. That the compound wall is not constructed on all sides & kept on road side of the building of the plot clear of road widening line with foundation below the bottom of road side drain without obstructing the flow of rain water from the adjoining holding to prove possession of holding before starting the work as per D.C.Regulation No.38(27).  
That the low lying plot will not be filled up to reduced level of at least 92 T.H.D. or 6" above adjoining road level whichever is higher with murrum, earth, boulders, etc. and will not be leveled, rolled, consolidated and sloped towards road side before starting the work.
4. That the specification for layout/D.P./or access roads/development of setback land will not be obtained from Executive Engineer (Road Construction) before starting the construction work and the access and setback land will not be developed accordingly including providing street lights and S.W.D., the completion certificate will not be obtained from Executive Engineer (R.C.)/Executive Engineer (S.W.D.) E.S. before submitting building completion certificate.
5. That the Licensed Structural Engineer will not be appointed, supervision memo as per appendix XI Regulation 5(3)(IX) will not be submitted by him.



*[Signature]*  
Executive Engineer Building Proposal  
(Eastern Suburbs.) -I

( ) That proper gutters and down pipes are not intended to be put to prevent water dropping from the level of the roof on the public street.  
( ) That the drainage work generally is not intended to be executed in accordance with the Municipal requirements.

Subject to your so modifying your intension as to obviate the before mentioned objections and meet by requirements, but not otherwise you will be at liberty to proceed with the said building or work at anytime before the day of **01 FEB 2016**, but not so as to contravene any of the provision of the said Act as amended as aforesaid or any rule, regulations or bye-law made under that Act at the time in force.

Your attention is drawn to the Special Instructions and Note accompanying this Intimation of Disapproval.

अप्रेत-२  
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२०२०

*Dr. N. S. N. S.*  
Executive Engineer, Building Proposals,  
Zone, ES-I 12 Wards.

**SPECIAL INSTRUCTIONS**

- (1) THIS INTIMATION GIVES NO RIGHT TO BUILD UPON GROUND WHICH IS NOT YOUR PROPERTY.
- (2) Under Section 68 of the Bombay Municipal Corporation Act, as amended, the Municipal Commissioner for Greater Mumbai has empowered the City Engineer to exercise, perform and discharge the powers, duties and functions conferred and imposed upon and vested in the Commissioner by Section 346 of the said Act.
- (3) Under Byelaw, No. 3 of the Commissioner has fixed the following levels :-

“Every person who shall erect as new domestic building shall cause the same to be built so that every part of the plinth shall be-

“(a) Not less than, 2 feet (60 cms.) above the centre of the adjoining street at the nearest point at which the drain from such building can be connected with the sewer than existing or thereafter to be laid in such street”  
“(b) Not less than 2 feet (60 cms.) above every portion of the ground within 5 feet (160 cms.) - of such building  
“(c) Not less than 92 ft. ( ) meters above Town Hall Datum.”

(4) Your attention is invited to the provision of Section 152 of the Act whereby the person liable to pay property taxes is required to give notice of erection of a new building or occupation of building which has been vacant, to the Commissioner, within fifteen days of the completion or of the occupation whichever first occurs. Thus compliance with this provision is punishable under Section 471 of the Act irrespective of the fact that the valuation of the premises will be liable to be revised under Section 167 of the Act, from the earliest possible date in the current year in which the completion on occupation is detected by the Assessor and Collector's Department.

(5) Your attention is further drawn to the provision of Section 353-A about the necessary of submitting occupation certificate with a view to enable the Municipal Commissioner for Greater Mumbai to inspect your premises and to grant a permission before occupation and to levy penalty for non-compliance under Section 471 if necessary.

(6) Proposed date of commencement of work should be communicated as per requirements of Section 347 (1) (a) of the Bombay Municipal Corporation Act.

(7) One more copy of the block plan should be submitted for the Collector, Mumbai Suburbs District.

(8) Necessary permission for Non-agricultural use of the land shall be obtained from the Collector, Mumbai Suburban District before the work is started. The Non-agricultural assessment shall be paid at the site that may be fixed by the Collector, under the Land Revenue Code and Rules thereunder.

Attention is drawn to the notes Accompanying this Intimation of Disapproval.

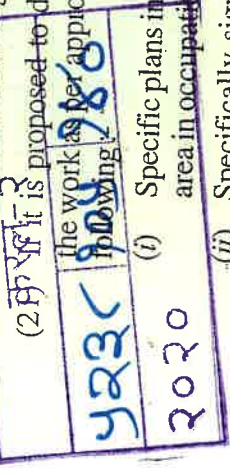
## NOTES

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commencement the work and २०२०	

- (1) The work should not be started unless objections are complied with
- (2) A certified set of latest approved plans shall be displayed on site at the time of commencement of the construction work.
- (3) Temporary permission on payment of deposit should be obtained any shed and store for constructional purposes, Residence of workmen shall not be allowed on site. The temporary structures for storing constructional material shall be demolished before submission of building completion certificate and a certificate signed by Architect submitted along with the building completion certificate.
- (4) Temporary sanitary accommodation on full flusing system with necessary drainage arrangement should be provided on site workers, before starting the work.
- (5) Water connection for constructional purpose will not be given until the hoarding is constructed and application made to the Ward Officer with the required deposit for the construction of carriage entrance, over the road side drain.
- (6) The owners shall intimate the Hydraulic Engineer or his representative in Wards atleast 15 days prior to the date of which the proposed construction work is taken in hand that the water existing in the compound will be utilised for their construction works and they will not use any Municipal Water for construction purposes. Failing this, it will be presume that Municipal tap water has been consumed on the construction works and bills preferred against them accordingly.
- (7) The hoarding or screen wall for supporting the depots of building materials shall be constructed before starting any work even though no materials may be expected to be stabled in front of the property. The scaffoldings, bricks metal, sand preps debris, etc. should not be deposited over footpaths or public street by the owner/architect/their contractors, etc. without obtaining prior permission from the Ward Officer.
- (8) The work should not be started unless the manner in obviating all the objection is approved by this department.
- (9) No work should be started unless the structural design is approved.
- (10) The work above plinth should not be started before the same is shown to this office Sub-Engineer concerned and acknowledgement obtained from him regarding correctness of the open spaces & dimension.
- (11) The application for sewer street connections, if necessary, should be made simultaneously with commencing of the work as the Municipal Corporation will require time to consider alternative ways to avoid the excavation of the road an footpath.
- (12) All the terms and conditions of the approved layout/sub-division under No. \_\_\_\_\_ of \_\_\_\_\_ should be adhered to and complied with.
- (13) No Building/Drainage Completion Certificate will be accepted non water connection granted (except for the construction purposes) unless road is constructed to the satisfaction of the Municipal Commissioner as per the provision of Section 345 of the Bombay Municipal Corporation Act and as per the terms and conditions for sanction to the layout.
- (14) Recreation ground or amenity open space should be developed before submission of Building Completion Certificate.
- (15) The access road to the full width shall be constructed in water bound macadam before commencing work and should be complete to the satisfaction of Municipal Commissioner including asphaltting lighting and drainage before submission of the Building Completion Certificate.
- (16) Flow of water through adjoining holding or culvert, if any should be maintained unobstructed.
- (17) The surrounding open spaces around the building should be consolidated in Concrete having broke glass pieces at the rate of 125 cubic meters per 10 sq. meters below payment.
- (18) The compound wall or fencing should be constructed clear of the road widening line with foundation below level of bottom of road side drain without obstructing flow of rain water from adjoining holding before starting the work to prove the owner's holding.
- (19) No work should be started unless the existing structures proposed to be demolished are demolished.



(20) This Intimation of Disapproval is given exclusively for the purpose of enabling you to proceed further with the arrangements of obtaining No Objection Certificate from the Housing commissioner under Section 17 (f) (i) of the Rent Act and in the event of your proceeding with the work either without an intimation about commencing the work under Section 347 (1) (aa) or your starting the work without removing the structures proposed to be removed the act shall be taken as a severe breach of the conditions under which this Intimation of Disapproval is issued and the sanctioned will be revoked and the commencement certificate granted under Section 45 of the Maharashtra Regional and Town Planning Act, 1966, (12 of the Town Planning Act), will be with drawn.



- (i) Specific plans in respect of evicting or rehusing the existing tenants on hour stating their number and the area in occupation of each.
- (ii) Specifically signed agreement between you and the existing tenants that they are willing to avail or the alternative accommodation in the proposed structure at standard rent.
- (iii) Plans showing the phased programme of construction has to be duly approved by this office before starting the work so as not to contravene at any stage of construction, the Development control Rules regarding open spaces, light and ventilation of existing structure.
- (22) In case of extension to existing building, blocking of existing windows of rooms deriving light and its from other sides should be done first before starting the work.
- (23) In case of additional floor no work should be start or during monsoon which will same arise water leakage and consequent nuisance to the tenants staying on the floor below.
- (24) the bottom of the over hand storage work above the finished level of the terrace shall not be more than 1 metre.
- (25) The work should not be started above first floor level unless the No Objection Certificate from the Civil Aviation Authorities, where necessary is obtained.
- (26) It is to be understood that the foundations must be excavated down to hard soil.
- (27) The positions of the nahanis and other appurtenances in the building should be so arranged as not to necessitate the laying of drains inside the building.
- (28) The water arrangement must be carried out in strict accordance with the Municipal requirements.
- (29) No new well, tank, pond, cistern or fountain shall be dug or constructed without the previous permission in writing of the Municipal Commissioner for Greater Mumbai, as required in Section 381-A of the Municipal Corporation Act, 1947.
- All gully traps and open channel drains shall be provided with right fitting mosquito proof covers made of wrought iron plates or hinges. The manholes of all jisterns shall be covered with a properly fitting mosquito proof highly serrated cover in one piece, with locking arrangement provided with a bolt and huge screwed on (like a screw down mari rose) with copper pipes with perfections each not exceeding 1.5 mm. in diameter. the system shall be made easily, safely and permanently a ceasible by providing a firmly fixed iron ladder, the upper ends of the ladder should be earmarked and extended 40 cms. above the top where they are to be fixed an its lower ends in cement concrete blocks.
- (31) No broken bottles should be fixed over boundary walls. This prohibition refers only to broken bottles to not to the use of plane glass for coping over compound wall.
- (32) (a) Louvres should be provided as required by Bye-law No. 5 (b).  
(b) Lintels or Arches should be provided over Door and Window opening.  
(c) The drains should be laid as require under Section 234-1 (a).  
(d) The inspection chamber should be plastered inside and outside.
- (33) If the proposed additional is intended to be carried out on old foundations and structures, you will do so at your own risk.

COPY TO ARCHITECT

B-S JOSHI

Executive Engineer, Building Proposals  
Zones..... E-S-I-V..... Wards.



**BRIHANMUMBAI MAHANAGARPALIKA**  
**CE / 4411 / BPES / AL.02**

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6. That the structural design and calculations for the proposed work considering seismic forces as per I.S.Code Nos.456-2000, 13920 - 1993, 4326 and 1893 - 2002 as per circular u.no.CE/PD/11945/1 dated 2.2.2006 for existing building showing adequacy thereof to take up additional load will not be submitted by him.
7. That the regular/sanctioned/ proposed lines and reservations will not be got demarcated at site through A.E.(Survey)/E.E.(T&C)/ E.E.(D.P.)/ D.I.L.R. before applying for C.C.
8. That the registered undertaking and additional copy of plan shall not be submitted for agreeing to hand over the setback land free of compensation and that the setback handing over certificate will not be obtained from Ward Officer and the ownership of the setback land will not be transferred in the name of M.C.G.M.
9. That the Indemnity Bond indemnifying the Corporation for damages, risks, accidents, etc. and to the occupiers and an undertaking regarding no nuisance will not be submitted before C.C./starting the work.
10. That the existing structure proposed to be demolished will not be demolished or necessary phase programme with agreement will not be submitted and got approved before C.C.
11. That the requirements of N.O.C. of local power supply company will not be obtained and the requisitions, if any, will not be complied with before occupation certificate/B.C.C.
12. That the qualified / registered site supervisor through architect/structural engineer will not be appointed before applying for C.C.& his name and license No. duly revalidated will not be submitted.
13. That 'No dues pending' certificate from Assistant Engineer Water Works 'T' Ward before C.C. shall not be submitted.
14. That adequate care in planning, designing and carrying out construction will not be taken in the proposed building to provide for the consequence of settlement of floors and plinth filling etc.
15. That adequate care will not be taken to safeguard the trees existing on the plot while carrying out construction work & remarks from S.O. shall not be submitted.
16. That the notice under Sec.347(1)(a) of the Municipal Corporation Act will not be sent for intimating the date of commencement of the work.
17. That this office will not be intimated in prescribed proforma for checking the opens spaces and building dimensions as soon as the work upto plinth is completed.
18. That the clearance certificate from Assessment Department regarding upto date payment of municipal taxes will not be submitted.
19. That the requirement of bye law 4(C) will not be complied with before starting the drainage work and in case Municipal sewer is not laid, the drainage work will not be carried on as per the requirement of Executive Engineer (Sewerage Project).



*[Signature]*  
Executive Engineer Building Proposal  
(Eastern Suburbs.) -I



**BRIHANMUMBAI MAHANAGARPALIKA**  
**CE / 4411 / BPES / AL 02 FEB 2020**

20. That the copy of Intimation of Disapproval conditions & other-layout or sub division conditions imposed by the Corporation in connection with the developmental at site shall not be given to the would be purchaser and also displayed at site.
21. That the N.A. permission from the Collector of Bombay shall not be submitted.
22. That a Janata Insurance Policy or policy to cover the compensation claims arising out of Workmen' s Compensation Act 1923 will not be taken out before starting the work and will not be renewed during the construction of work.
23. That the development charges as per M.R.T.P.(amendment) Act 1992 will not be paid.
24. That the carriage entrance shall not be provided before starting the work.
25. That the registered undertaking in prescribed proforma agreeing to demolish the excess area if constructed beyond permissible F.S.I. shall not be submitted before asking for C.C.
26. That the adequate & decent temporary sanitary accommodation will not be provided for construction workers on site before starting the work.
27. That the documentary evidence regarding ownership, area and boundaries of holding is not produced by way of extracts form the District Inspector of Land Records, extracts from City Survey Record and conveyance deed etc.
28. That separate P.R. Cards for each sub-divided plots, road etc. for exhibiting area in words & figures etc. will not be submitted.
29. That the debris will not be removed before submitting the plan before completion certificate and requisite deposit will not be paid before starting the work towards faithful compliance thereof.
30. That the No Objection Certificate from Hydraulic Engineer for the proposed development will not be obtained and his requirements will not be complied with.
31. That the registered undertaking agreeing to form Co-op society will not be submitted before starting the work.
32. That the society will not be formed & got registered and true copy of the registration of society will not be submitted.
33. That the proposal will contravene the section 251 (A)(A) of the Mumbai Municipal Corporation Act.
34. That the remarks from Asst. Engineer, Water Works regarding location, size capacity of the suction tank, overhead storage tank for proposed and existing work will not be submitted before starting the work and his requirements will not be complied with.
35. That the capacity of overhead tank will not be provided as per ' P' form issued by department of Hydraulic Engineer and structural design to that effect admitted before requesting to grant commencement certificate.
36. That the undertaking for paying additional premium due to increase in land rate as and when demanded shall not be submitted.



*[Signature]*  
 Executive Engineer Building Proposed  
 (Eastern Suburbs.) -I



**BRIHANMUMBAI MAHANAGARPALIKA**

**CE / 4411 / BPES / AL 02**

**FEB 2015 90C 980**

करल-२

37. That the N.O.C. from Insecticide Officer shall not be submitted.
38. That the board mentioning the name of Architect/Owner shall not be displayed on site.
39. That the debris management plan shall not be submitted to S.W.M. Department.
40. That the registered U/T shall not be submitted by owner / developer / builder to sale the tenements / flats on carpet area basis only and abide by the provisions of Maharashtra Ownership flats (Regulation of promotion of construction, sale, Management & Transfer) Act; (MOFA) amended upto date. Indemnity Bond indemnifying M.C.G.M. and its officers from any legal complications arising due to MOFA shall not be submitted.
41. That the registered undertaking from the owner stating that they will not object development of the neighbouring plot which may involve deficiency in open space shall not be submitted.
42. That the registered U/T stating that owner / developer will not object in future for development of adjoining plot whenever they came forward for development, which may involve deficient open space and the clause to that effect will be incorporated in sale agreement.
43. That the work of construction shall not be carried out between 7.00 a.m. to 7.00 p.m.
44. That the registered U/T stating that area reserved for the parking purpose shall be used / utilized for the parking purpose only, shall be submitted.
45. That all the structural members below the ground shall be designed considering the effect of chlorinated water, sulphar water, sea water, etc. and any other possible chemical effects and during the construction the same will be taken and completion certificate to that effect shall be invited before granting further C.C. beyond plinth from the licensed Structural Engineer.



**B) CONDITIONS TO BE COMPLIED WITH BEFORE FURTHER C.C.**

1. That the N.O.C. from Civil Aviation Department will not be obtained for the proposed height of the building.

**C) GENERAL CONDITIONS TO BE COMPLIED WITH BEFORE O.C.**

1. That some of the drains will not be laid internally with C.I. pipes of adequate size.
2. That the dust bin will not be provided as per C.E.'s circular No.CE/9296/11 of 26.6.1978.
3. That the surface drainage arrangement will not be made in consultation with Executive Engineer (S.W.D.) or as per his remarks and a completion certificate will not be obtained and submitted before applying for occupation certificate.
4. That 10'0" wide paved pathway upto staircase will not be provided.

  
Executive Engineer Building Proposed  
(Eastern Suburbs.)



**BRIHANMUMBAI MAHANAGARPALIKA**


**CE / 4411 / BPES / AL 02 FEB 2014**

कचरे-२

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5. That the surrounding open spaces, parking spaces and terrace will not be kept open and un-built upon and will not be leveled and developed before requesting to grant permission to occupy the building or submitting the B.C.C. whichever is earlier.
6. That the name plate/board showing plot No. name of the building etc. will not be displayed at a prominent place before O.C.C./B.C.C.
7. That the parking spaces shall not be provided as per D.C.Regulation No.36.
8. That B.C.C. will not be obtained and I.O.D. and debris deposit etc. will not be claimed for refund within a period of 6 years from the date of its payment.
9. That the provision will not be made for making available water for flushing and other non-potable purposes through a system of bore well and pumping that water through a separate overhead tank which will be connected to the drainage system and will not have any chances of mixing with the normal water supply of the Corporation.
10. That the certificate to the effect that the licensed surveyor has effectively supervised the work and has carried out tests for checking leakages through sanitary blocks, termites, fixtures, joints in drainage pipes etc. and that the workmanship is found very satisfactory shall not be submitted.
11. That three set of plans mounted on canvas will not be submitted.
12. That the certificate from Lift Inspector regarding satisfactory installation and operation of lift will not be submitted.
13. That the federation of flat owners of the sub-division/lane/row for construction and maintenance of the infrastructure will not be formed.
14. That the adequate provision for post-mail boxes shall not be made at a suitable location on ground floor /stilt.
15. That the every part of the building construction and more particularly, overhead tank will not be provided with a proper access for the staff of Insecticide Officer with a provision of temporary but safe and stable ladder etc.
16. That the final NOC from S.G. shall not be submitted.
17. That the infrastructural works such as; construction of hand-holes/manholes, ducts for underground cables, concealed wiring inside the flats/rooms, rooms/space for telecom installations etc. required for providing telecom services shall not be provided.
18. That the requisitions of clause No.45 & 46 of D.C.R.91 shall not be complied with.
19. That the provision for rain water harvesting as per design prepared by consultant in the field shall not be made to the satisfaction of Municipal Commissioner.
20. That the Vermiculture bins for disposal of wet waste as per the design and specification of organizations / individuals specialized in this field, as per the list furnished by Solid Waste Management Department of MCGM, shall not be provided to the satisfaction of Municipal Commissioner.



  
Executive Engineer Building Proposal  
(Eastern Suburbs.) -7





**BRIHANMUMBAI MAHANAGARPALIKA**  
**CE / 4411 / BPES / AL 02 FEB 2015**

21. That the final CFO NOC shall not be submitted.  
22. That the street connection shall not be submitted from A.E.(Maint.)<sup>1</sup> Ward.

**D) CONDITIONS TO BE COMPLIED WITH BEFORE B.C.C.**

1. That certificate under Section 270-A of the Bombay Municipal Corporation Act will not be obtained from H.E.'s department regarding adequacy of water supply.

  
**Executive Engineer**  
**(Building Proposals) E.S.-1**

करत-२	
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करल-२	
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**MUNICIPAL CORPORATION OF GREATER MUMBAI**  
Amended Plan Approval Letter

File No. CHE/ES/1669/L/337(NEW)/337/12/AMEND dated 06.01.2020

To,  
Satchidanand Bhagwantrao  
Dadarkar  
Shop no.8, Kamla Terrace, Subhash  
Road, Vileparle (East)

CC (Owner),  
FORBES & COMPANY LIMITED  
Forbes Building, C.R. Marg, Fort,  
Mumbai

**Subject :** Proposed development on plot bearing C.T.S. No. 15A/1, 15A/2, 15A/3 & 15A/4 (Old C.T.S. Nos. 15A, 15C, 15D, 15E & 15F) of village Chandivali at Kuria, B.S.D., Mumbai.

**Reference :** Online submission of plans dated 28.11.2019

Dear Applicant/ Owner/ Developer,

There is no objection to your carrying out the work as per amended plans submitted by you online under which for which competent authority has accorded sanction, subject to the following conditions.

- 1) That the R.C.C. Design and Calculations as per the amended plans for the proposed work considering seismic forces, as per relevant I.S. codes Nos should be submitted through the registered structural engineer.
- 2) That the all requisite fees, premiums, development charges deposits shall be paid before endorsement of C.C.
- 3) That the extra water & sewerage charges shall be paid to A.E. Water works "L" ward before C.C.
- 4) That the latest paid bill from A.A. & C. (L) ward shall be submitted.
- 5) That the C.C. shall be endorsed as per approved amended plan.
- 6) That the Quarterly Progress Report of project shall be submitted.
- 7) That the work shall be carried out only between 6.00 am to 10.00 pm as per circular u/no Ch.E/DP/7749/Gen at 07/06/2016.
- 8) That the top most elevation of the building will be certified by Airport Authority of India mentioning that the Average Mean Sea Level of the Building is within the permissible limits of Civil Aviation NOC. The same shall be submitted before O.C.C.
- 9) That the dry and wet garbage shall be separated and the wet garbage generated in the building shall be treated separately on the same plot by the residents/occupants of the building in the jurisdiction of M.C.G.M. The necessary condition in sale Agreement to that effect shall be incorporated by the Developer/Owner.
- 10) That the NOC from concerned department/ S.W.M. Department shall be obtained in view of order of Hon'ble Supreme Court of India in Dumping Ground case dated 15/03/2018(SLP Civil NoD-23708of 2017).
- 11) That the developer/owner shall demolish the structure/building proposed to be demolished by following the guidelines proposed in the IS code 4130:1991 amended up to date in respect of Demolition of Building-Code of Safety under the supervision of approved structural Engineer duly registered with MCGM.
- 12) That the payment as per schedule of installment granted by Dy.Ch.E.(B.P.)E.S. shall be made.
- 13) That the undertaking for excess parking will be submitted before further CC.
- 14) That if any policy in regard of applicability of Reg.14 (B) of DCPR 2034 is formed in due course, the same shall be applicable.
- 15) That due cognizance of applicability of Reg.15 of DCPR-2034 shall be taken before further amended plans.



करल-२		
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Name : LOTAN SUKADEO  
AHIRE  
Designation : Executive  
Engineer  
Organization : Personal  
Date : 06-Jan-2020 19: 28:16



For and on behalf of Local Authority  
Municipal Corporation of Greater Mumbai  
Executive Engineer . Building Proposal  
Eastern Suburb

Copy to :

- 1) Assistant Commissioner, L Ward
- 2) A.E.W.W., L Ward
- 3) D.O. L Ward

- Forwarded for information please.



**MUNICIPAL CORPORATION OF GREATER MUMBAI**

CHE/ES/1669/L/337 (NEW) Dtd 22.01.2019

**APPROVAL LETTER**

To,

**Shri. S. B. Dadarkar**

**Architect**

**Brighton Consultants**

A-Wing, Ground Floor,

Trade Star, Next to Kohinoor

Continental Hotel, Andheri

Kurla Road, Andheri (East)

Mumbai- 400 059

करत-२	
१२३८	११३ १४०
२०२०	

**Subject:** - Amended plans for proposed development on plot bearing C.T.S. No. 15A/1, 15A/2, 15A/3 & 15A/4 (Old C.T.S Nos. 15A, 15C, 15D, 15E & 15F) of village Chandivali at Kurla, B.S.D., Mumbai.

**Ref :- Your Online Application**

**Sir,**

I have to inform you that, the amended plans submitted by you for the above mentioned work are hereby approved, subject to the compliance of the condition mentioned in this office Intimation to Disapproval under No. CE / 4411 / BPES / AL dated 02.02.2015 and amended plan condition letter dtd. 24.05.2016, 30.03.2017, 27.04.2018 & 04.12.2018 and following conditions:

- 1) That the R.C.C. Design and Calculations as per the amended plans for the proposed work considering seismic forces as per relevant I.S. codes Nos should be submitted through the registered structural engineer.
- 2) That the all requisite fees, premiums, development charges deposits shall be paid before endorsement of C.C.
- 3) That the extra water & sewerage charges shall be paid to A.E. Water works "L" ward before C.C.
- 4) That the latest paid bill from A.A. & C. (L/W) ward shall be submitted.
- 5) That the C.C. shall be endorsed as per approved amended plan.
- 6) That the Quarterly Progress Report of project shall be submitted.
- 7) That the work shall be carried out only between 6.00 am to 10.00 pm as per circular u/no Ch.E/DP/7749/Gen at 07/06/2016.
- 8) That the top most elevation of the building will be certified by Airport Authority of India mentioning that the Average Mean Sea Level of the Building is within the permissible limits of Civil Aviation NOC. The same shall be submitted before O.C.C.
- 9) That the dry and wet garbage shall be separated and the wet garbage generated in the building shall be treated separately on the same plot by the residents/occupants of the building in the jurisdiction of M.C.G.M. The necessary condition in sale Agreement to that effect shall be incorporated by the Developer/Owner.
- 10) That the NOC from concerned department/ S.W.M. Department shall be obtained in view of order of Hon'ble Supreme Court of India in Dumping Ground case dated 15/03/2018(SLP Civil NoD-23708of 2017).
- 11) That the developer/owner shall demolish the structure/building proposed to be demolished by following the guidelines proposed in the IS code 4130:1991 amended up to date in respect of Demolition of Building-Code of Safety under the supervision of approved structural Engineer duly registered with MCGM.



- 12) That the payment as per schedule of installment granted by Dy.Ch.E.(B.P.)E.S. shall be made.
- 13) That undertaking for excess parking will be submitted before further CC.
- 14) That if any policy in regard of applicability of Reg.14 (B) of DCPR 2034 is formed in due course, the same shall be applicable.

करल-२		
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Amended plans are duly signed as a token of Municipal Approval.

**SACHIN**  
**JAYSING**  
**OTURKAR**

Digitally signed by SACHIN JAYSING OTURKAR  
DN: cn=SACHIN JAYSING OTURKAR, o=City of Mumbai, ou=City of Mumbai, email=SACHIN.JAYSING.OTURKAR@cityofmumbai.gov.in, c=IN

**YATISH**  
**SHIRISH**  
**RANDERIA**

Digitally signed by YATISH SHIRISH RANDERIA  
DN: cn=YATISH SHIRISH RANDERIA, o=City of Mumbai, ou=City of Mumbai, email=YATISH.SHIRISH.RANDERIA@cityofmumbai.gov.in, c=IN

**S.E.(B.P) L/W**

**A.E.(B.P) L & N**

Yours Faithfully,

**DEELIP**  
**PARASH**  
**ARAM**  
**PATIL**

Digitally signed by DEELIP PARASH ARAM PATIL  
DN: cn=DEELIP PARASH ARAM PATIL, o=City of Mumbai, ou=City of Mumbai, email=DEELIP.PARASH.ARAM.PATIL@cityofmumbai.gov.in, c=IN

**Executive Engineer**

**(Building Proposal) E.S.-I**

**Copy Forwarded To:-**

1. Owner M/s Forbes & Company Ltd.
2. Dy. A & C E.S.
3. A.E.W.W. L/W ward
4. Asst. Commissioner L/W ward



कमरा-२		
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C - 3



**MUNICIPAL CORPORATION OF GREATER MUMBAI**

**FORM 'A'**

**MAHARASHTRA REGIONAL AND TOWN PLANNING ACT, 1966**

No CHE/ES/1669/L/337(NEW)/FCC/12/Amend

**COMMENCEMENT CERTIFICATE**

To,  
Forbes & Company Ltd.  
Forbes Building, Charanjit Rai Marg, Fort, Mumbai.  
400001.

Sir,

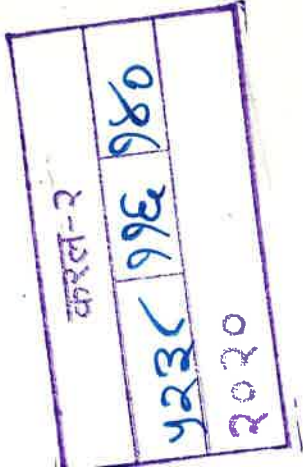
With reference to your application No. **CHE/ES/1669/L/337(NEW)/FCC/12/Amend** Dated. **28 Dec 2018** for Development Permission and grant of Commencement Certificate under Section 44 & 69 of the Maharashtra Regional and Town Planning Act, 1966, to carry out development and building permission under Section 346 no 337 (New) dated **28 Dec 2018** of the Mumbai Municipal Corporation Act 1888 to erect a building in Building development work of on plot No. - C.T.S. No. **15A, 15C, 15D, 15E & 15F** Division / Village / Town Planning Scheme No. **CHANDIVALI** situated at **Chandivali Farm road Road / Street in L Ward Ward** .

The Commencement Certificate / Building Permit is granted on the following conditions:--

1. The land vacated on consequence of the endorsement of the setback line/ road widening line shall form part of the public street.
  2. That no new building or part thereof shall be occupied or allowed to be occupied or used or permitted to be used by any person until occupancy permission has been granted.
  3. The Commencement Certificate/Development permission shall remain valid for one year commencing from the date of its issue.
  4. This permission does not entitle you to develop land which does not vest in you.
  5. This Commencement Certificate is renewable every year but such extended period shall be in no case exceed three years provided further that such lapse shall not bar any subsequent application for fresh permission under section 44 of the Maharashtra Regional and Town Planning Act, 1966.
  6. This Certificate is liable to be revoked by the Municipal Commissioner for Greater Mumbai if :-
    - a. The Development work in respect of which permission is granted under this certificate is not carried out or the use thereof is not in accordance with the sanctioned plans.
    - b. Any of the conditions subject to which the same is granted or any of the restrictions imposed by the Municipal Commissioner for Greater Mumbai is contravened or not complied with.
    - c. The Municipal Commissioner of Greater Mumbai is satisfied that the same is obtained by the applicant through fraud or misrepresentation and the applicant and every person deriving title through or under him in such an event shall be deemed to have carried out the development work in contravention of Section 43 or 45 of the Maharashtra Regional and Town Planning Act, 1966.
  7. The conditions of this certificate shall be binding not only on the applicant but on his heirs, executors, assignees, administrators and successors and every person deriving title through or under him.
- The Municipal Commissioner has appointed Shri. **AE (BP) L&N** Assistant Engineer to exercise his powers and functions of the Planning Authority under Section 45 of the said Act.



This CC is valid upto 28/2/2017



Issue On : 29 Feb 2016

Valid Upto : 28 Feb 2017

Application Number :

Remark :

C. C for three level basment restricted upto and below 20000 sq. mtrs constructed area. C.C. upto Basment top for 'A'

Approved By

Issue On : 12 Aug 2016

Valid Upto : 28 Feb 2017

Application Number :

Remark :

This C.C is restricted for work upto basment top of wing A,B,C,D,F&G as per approved amended plan dtd 24/05/2016.



Issue On : 20 May 2017

Valid Upto : 28 Feb 2018

Application Number

Remark :

Plinth C.C for basment top of wing E as per amended plan dtd 30.03.2017 Re-endorsed the plinth C.C as per amended plan dtd 30.03.2017 for Wing A,B,C,D,F and G.Further C.C for wing B upto 14th upper floor,For wing C upto 17th upper floor and wing D upto 10th upper floor as per amended plan dtd 30.03.2017

Approved By



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१२३८	११७	१४०
२०२०		

Issue On : 18 Sep 2017 Valid Upto : 28 Feb 2018

Application Number :

Remark :

Further C.C for wing A upto 8th upper floor, Wing E upto 1st upper floor, Wing F upto 9th upper floors as per amended plan dated 30.03.2017

Approved By

Issue On : 18 May 2018 Valid Upto : 17 May 2019

Application Number :

Remark :

Further C.C. for Basement Top of Wing H & I and further C.C. up to 14th floor of Wing A, C.C. up to 17th floor of Wing C, C.C. up to 9th floor of wing E and C.C. up to 18th floor of Wing F as per last approved Amended plans dated 27/04/2018.

Approved By



Issue On : 15 Oct 2018 Valid Upto : 14 Oct 2019

Application Number :

Remark :

Further CC for wing 'G' up to top of 14th Floor as per last approved amended plans dated 27.04.2018

Approved By

Issue On : 12 Dec 2018

Valid Upto : 11 Dec 2019

Application Number :

Remark :

CC for wing D upto 14th Floor, CC for wing E upto 10th Floor, CC for wing G upto 16th floor(pt), CC for wing H upto 14th floor as per approved amended plans dated 04.12.2018

4225	99X	980
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Approved By

Issue On : 30 Jan 2019

Valid Upto : 29 Jan 2020

Application Number :

Remark :

CC for wing A upto top of 20th Floor, CC for Wing B upto top of 20th Floor, CC for wing C upto top of 21st Floor, CC for Wing D upto top of 21st Floor, CC for wing E Re-endorsed upto top of 10th floor, CC for wing F upto top of 21st floor, CC for wing G upto top of 17th floor. CC for wing H Re-endorsed upto top of 14th floor, CC for wing I Re-endorsed upto Basement top as per approved amended plans dated 22.01.2019

Approved By  
 Name : YATISH SHIRISH RANDERIA  
 Engineer  
 Organization : MCGM  
 Date : 15-Jan-2020 17:52:58



Issue On : 15 Jan 2020

Valid Upto : 28 Feb 2020

Application Number :

CHE/ES/1669/L/337(NEW)/FCC/12/Amend

Remark :

CC for wing A and B upto top of 20th upper floor + LMR + OHT (i.e. ht.75.65 m AGL)( i.e full CC ), wing C up to top of 21st upper + LMR + OHT (i.e. ht. 73.035 m AGL)( i.e full CC ), wing D up to top of 21st upper floor + LMR + OHT (i.e. ht. 73.035 m AGL)( i.e full CC ), wing F up to top of 21st upper floor + LMR + OHT (i.e. ht. 73.035 m AGL)( i.e full CC ), wing G up to top of basement top for wing 'I' is endorsed. Further CC for wing E up to top of 20th floor and Wing G up to top of 21st upper floor and wing H up to top of 20th upper floor as per approved amended plans dated 06.01.2020.

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For and on behalf of Local Authority  
Municipal Corporation of Greater Mumbai

Cc to :  
1. Architect.

2. Collector Mumbai Suburban /Mumbai District.

Assistant Engineer . Building Proposal  
Eastern Suburb L Ward Ward







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Maharashtra Real Estate Regulatory Authority		

## Maharashtra Real Estate Regulatory Authority

### REGISTRATION CERTIFICATE OF PROJECT

#### FORM 'C'

[See rule 6(a)]

This registration is granted under section 5 of the Act to the following project under project registration number :  
**P51800002564**

Project: **VICINIA, Plot Bearing / CTS / Survey / Final Plot No.: 15A, 15C, 15D, 15E, 15F at Kurla, Kurla, Mumbai Suburban, 400072;**

1.  **Forbes & Company Limited** having its registered office / principal place of business at **Tehsil: Mumbai City, District: Mumbai City, Pin: 400001.**

2. This registration is granted subject to the following conditions, namely:-

- The promoter shall enter into an agreement for sale with the allottees;
- The promoter shall execute and register a conveyance deed in favour of the allottee or the association of the allottees, as the case may be, of the apartment or the common areas as per Rule 9 of Maharashtra Real Estate (Regulation and Development) (Registration of Real Estate Projects, Registration of Real Estate Agents, Rates of Interest and Disclosures on Website) Rules, 2017;
- The promoter shall deposit seventy percent of the amounts realised by the promoter in a separate account to be maintained in a schedule bank to cover the cost of construction and the land cost to be used only for that purpose as per sub-clause (D) of clause (I) of sub-section (2) of section 4 read with Rule 5;

OR

That entire of the amounts to be realised hereinafter by promoter for the real estate project from the allottees, from time to time, shall be deposited in a separate account to be maintained in a scheduled bank to cover the cost of construction and the land cost and shall be used only for that purpose, since the estimated receivable of the project is less than the estimated cost of completion of the project.

- The Registration shall be valid for a period commencing from **01/08/2017** and ending with **30/12/2021** unless renewed by the Maharashtra Real Estate Regulatory Authority in accordance with section 5 of the Act read with rule 6.
- The promoter shall comply with the provisions of the Act and the rules and regulations made there under;
- That the promoter shall take all the pending approvals from the competent authorities

3. If the above mentioned conditions are not fulfilled by the promoter, the Authority may take necessary action against the promoter including revoking the registration granted herein, as per the Act and the rules and regulations made there under.



Signature valid  
Digitally Signed by  
Dr. Vasant Premchand Prabh  
(Secretary, MahaRERA)  
Date: 11-06-2020 10:59:43

Dated: **18/05/2020**

Place: **Mumbai**

Signature and seal of the Authorized Officer  
Maharashtra Real Estate Regulatory Authority



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**ANNEXURE B: PAYMENT SCHEDULE**

Particulars	Percentage	Amount (All amounts in INR)
First Part of Earnest Money	5.00%	1,175,413
Balance Earnest Money (Payable on or before 21 days for registration)	90.00%	21,157,425
On Receipt of Occupation Certificate	5.00%	1,175,412
<b>Total Payable</b>	<b>100%</b>	<b>23,508,250</b>

*Shri*

*[Signature]*

*Shri*

*[Signature]*







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### ANNEXURE D: OTHER CHARGES

The Purchaser shall, on or before delivery of possession of the said Residential Flat, pay the Promoter the following amounts:

Particulars	Amount (All amounts in INR)
Corpus Fund Subscription	97,200
Advance Maintenance Charges	243,000
Society Formation Charges	10,000
Share Application Money Subscription	600
Water, Electricity, Drainage, Sewerage Connection	125,000
Mahanagar Gas Connection Charges (MGL)	10,000
Club House Corpus Fund Contribution	25,000
Club House Development Charges	175,000
Legal Service Charges	25,000
Documentation Service Charges	10,000
<b>Total Payable</b>	<b>720,800</b>



The above amounts are subject to TDS as may be applicable. Any taxes and/or, levies on the aforementioned 'Other Charges' as set out in this Annexure, shall be borne by the Purchaser/s. The Promoter shall not be liable to render any account for the amount so collected above.

In addition to the above, the Purchaser will also bear and pay such charges, fees, expenses as may be fixed by the Promoter and also the taxes as may be applicable for utilizing the additional facilities and amenities viz. Club House, Business Centre, Sports Pavilion etc. to be provided in the Towers/Project by the Promoters from time to time.

*Shri...*

*[Handwritten signature]*

*[Handwritten signature]*

## ANNEXURE E - SPECIFICATIONS

### General Specifications for Towers C, D, E, F, G, H

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Structure:-

- Earthquake resistant structure (Seismic Zone III compliant)
- Mix of RCC and block masonry.

#### Plastering Painting & Polishing:-

- Internal walls in block work finished with gypsum plaster with plastic emulsion paint finish
- Interior walls & ceiling finished with plastic emulsion paint
- Exterior walls finished with textured paint
- Deck area ceiling to be finished with exterior paint

#### Flooring:-

- Italian marble or equivalent for living, dining, passages and master bed room
- Vitrified flooring in all other bedroom
- Vitrified flooring in kitchen
- Anti-skid vitrified tiles flooring in all toilets
- Anti-skid vitrified tiles in deck area
- Anti-skid vitrified tiles in the utility area

#### Toilet:-

- Granite vanity with counter top wash basin in all the toilets
- Sanitary ware (wash basin, EWC) in all toilets of Kohler / Duravit / TOTO or equivalent make
- Bathroom CP fittings (Shower Mixer, Health Faucet and other CP fittings) of Kohler / Grohe / TOTO or equivalent make

- Exhaust fan in all toilets



- Exhaust Fan in Kitchen
- Electrical Pointing for Kitchen appliances
- CP fittings of Kohler / Grohe / TOTO or equivalent make
- Gas leak Detector

- Piped Gas Provision

#### Doors:-

- Main Door - Red Miranti frame with flush door shutters finished with veneer
- Internal Doors - Red Miranti frame with flush door shutters finished with premium laminate finish
- Toilet Doors- Flush doors with laminate on both sides
- Brushed steel hardware of Godrej / Haffele or equivalent make

#### Windows:-

- Powder Coated Aluminum sliding doors/windows and clear glass with granite/ marble sill

**Electrical:-**

- Concealed electrical wiring in apartments with ELCB
- Electrical Points of branded modular switches and sockets of Legrand / Schneider / Havells or equivalent make
- A/C in living/dining and all bedrooms
- Points for TV, telephone and internet provision in all bedrooms & living rooms
- Video Door Phone at each apartment

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**Railing:-**

- SS handrail or equivalent with safety glass for Balcony Railing

**Common Areas:-**

- Entrance lobby flooring and cladding in polished granite and/or Italian marble. Plastic emulsion or acrylic or textured paint on ceiling of lift lobby.
- Vitrified and/or granite flooring and cladding at lift lobby. Plastic emulsion or acrylic or textured paint on ceiling of lift lobbies.
- Staircase flooring upto first floor in polished granite and plaster finish with acrylic or emulsion paint. Upper floors flooring with Kota stone and plaster finish OBD with Kota skirting
- Servant's toilet flooring with anti-skid tiles, and ceiling plaster finish with OBD
- Smoke Detectors / Heat Detectors, Sprinklers, Fire Hydrants and Extinguishers in designated common areas as per CFO specifications
- Elevators (including 1 stretcher elevator for each tower) from Otis/ Schindler/ Mitsubishi / Kone / Hyundai / ThyssenKrupp/Toshiba or equivalent.
- DG power backup for common areas and critical loads
- CCTV coverage of designated common areas

**Fire Safety:-**

- All lift lobbies & common corridor will have sprinkler system
- Automatic fire protection system
- Fire hydrant and sprinkler at each floor as well as car parking areas in the basement & stilt on ground floor, including external yard hydrants as CFO specifications.

**Environment Conservation:-**

- Sewage effluent shall be treated and the treated water shall be reused.
- OWC - Organic Waste Converter
- IGBC certification for reducing the consumption of energy, water and materials





RECEIPT NO. 3436742

**BRIHANMUMBAI MAHANAGAR PALIKA**

WARD

Date: 18/08/2019 15:52:01

Receipt No: 2018AC103463450

Tax: Property

Account No: 1X1235A589570000

State Code	PAN No.	GET No.	URN No.	Place of Supply	Registered
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Bill No.	Bill Dt.	Amount	NU+Fee+M.Prty+G.rnty+ Discnt.F.+util+wh+Adm.Chrg	Total	Early Bld	Net	Cash
SR15404	19/05/2019	SR15404	(0+0)+(0+0)+(0+0)	SR15404	0	SR15404	SR15404

Receipt No: SR15404	Date: 18/08/2019	Bank Name: State Bank of India	Branch: ...	Account No: SR15404	IFSC: SRIB033
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Net Amount	CGST	SGST	IGST	Gross Value
0	0	0	0	SR15404

Total in words: Fifty Eight Thousand Four Hundred Four Only

Received By: K.S. ...

Printed By: Divyanshu Bhat...

Printed On: 18/08/2019 15:52

Cheque Received Subject to Realisation



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कराण-२		
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Date: July 07, 2020

To,

Paikar Real Estates Pvt. Ltd. (PREPL)  
SP Centre, 41/44, Minoo Desai Marg  
Colaba, Mumbai 400 005.

**Re:** No Objection to sale of flats mentioned in Annexure I in the Project "Vicinia",  
Chandivali, Mumbai.

In terms of your request mail dated 28<sup>th</sup> May, 2019 requesting permission for sale of the Premises, we hereby confirm that we have no objection to the sale of the Premises and hereby release our charge/encumbrance in respect of the said flat no(s) having total carpet area as mentioned in Annexure I in the residential Project Vicinia located at Chandivali, Mumbai subject to the following conditions being fulfilled:

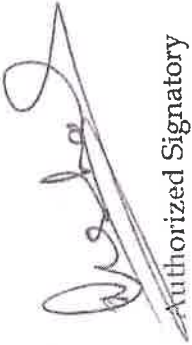
- This is a provisional NOC which is granted subject to the consideration including cash sale, margin money, booking amount etc. for the respective individual flats as mentioned in the Annexure I being deposited into the PREPL Vicinia Master Collection Escrow Account bearing number 00827250000023 maintained with YES Bank Limited. YES Bank Limited's (YBL or the "Lender") lien will be fully/partially released over the said Premises/units only after receipt of full consideration for the respective Flats in the above mentioned account.
- Please note that in the event of the sale of any unit(s) being cancelled or balance respective consideration for the respective Flat(s) as mentioned in the Annexure I not having been deposited in the above mentioned RERA account, this provisional NOC shall stand revoked forthwith for these unit(s), and the Lender will continue to hold its first and exclusive charge on these unit(s).



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c). Please note that the consent hereby granted is restricted to release of mortgage/charge over the said premises in favor of the said buyer as mentioned in Annexure I and this NOC/sale of above mentioned premises shall not adversely affect the charge of all other premises/units including the land and construction thereon created in favor of YES Bank Limited.

Yours faithfully  
For Yes Bank Limited

  
Authorized Signatory





Annexure I

		(in INR)			
Flat No.	Name	Total RERA Carpet Area (in Sq Ft)	Total Consideration Amount	Amount Received	Balance to be received in RERA A/c No: 008272500000023
D1302	Ms. Purvi Dilip Jain	887.71	2,35,08,250	11,63,658	2,23,44,592

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 २०२०



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भारत सरकार  
GOVT. OF INDIA



वित्त विभाग  
INCOME TAX DEPARTMENT

PURVI DILIP JAIN

DILIP SARUPCHAND JAIN

18/10/1990

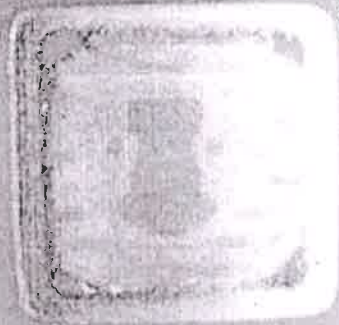


Permanent Account Number  
AKUPJ59770

*(Signature)*

Signature

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करल-२



*(Handwritten mark)*

*(Handwritten mark)*



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**आयकर विभाग**  
 INCOME TAX DEPARTMENT  
**भारत सरकार**  
 GOVT. OF INDIA

**ARPIT ACHHA**  
**ARVIND ACHHA**  
 07/12/1989  
 Permanent Account Number  
**ALYPAS782N**

17082008  
 17082008

Signature







**भारत सरकार**  
 Government of India  
 पूर्वी दिनीप जैन  
 Purvi Dilip Jain  
 जन्म तारीख / DOB : 18/10/1990  
 स्त्री / Female



**9039 6751 1545**  
**माझे आधार, माझी ओळख**

करल-२

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*दिनीप*


**भारत सरकार**  
 Government of India  
 अरपि अच्हा  
 Arpit Achha  
 जन्म तारीख / DOB: 07/12/1989  
 पुरुष / Male



**4967 0540 9714**  
**माझे आधार, माझी ओळख**



*दिनीप*







**THE UNION OF INDIA**  
**MAHARASHTRA STATE MOTOR DRIVING LICENCE**

DL No. MH02 20120014915  
Valid Till : 15-03-2032 (NT)

DOI : 18-03-2012  
16-04-2018 (TR)

**DLD 25-11-2017**  
AUTHORISATION TO DRIVE FOLLOWING CLASS  
OF VEHICLES THROUGHOUT INDIA



COV : DOI  
LMV-TR 17-04-2015  
LMV 18-03-2012  
MCWG 18-03-2012

DOB : 14-01-1994 BG : B+

Name : ANIL SHERKHANE  
S/D/W of SURESH SHERKHANE  
A/cd. PLOT 384/46, SIDDHI KRUPA CHS SECTOR 3,  
CHARKOP, KANDIVALI (W), MUMBAI.

PIN : 400067

Signature & ID of  
Issuing Authority: MH02

Signature/Thumb  
Impression of Holder



FORM 7  
RULE 16 (2)

करील-२	१२३८	१३३	१४०
	२०२०		



**THE UNION OF INDIA**  
**MAHARASHTRA STATE MOTOR DRIVING LICENCE**

DL No. MH02 20030036925  
Valid Till : 08-12-2023 (NT)

DOI : 09-12-2003

**DLD 02-07-2015**  
AUTHORISATION TO DRIVE FOLLOWING CLASS  
OF VEHICLES THROUGHOUT INDIA



COV : DOI  
LMV 18-03-2012  
MCWG 08-12-2003

DOB : 15-04-1983 BG :

Name : RAMAKANT THARWAL  
S/D/W of SHASHIKANT THARWAL  
A/cd 384/10, SIDDHIKRIPA CHS LTD  
SEC-03, CHARKOP, KANDIVALI-WEST,  
MUMBAI  
PIN : 400067

Signature & ID of  
Issuing Authority: MH47 20157

Signature/Thumb  
Impression of Holder



FORM 7  
RULE 16 (2)







**CHALLAN**  
**MTR Form Number-6**

GRN	MH002975182202021M	BARCODE			Date	05/08/2020-10:56:50	Form ID	25.2
Department	Inspector General Of Registration		Payer Details					
Type of Payment	Stamp Duty Registration Fee		TAX ID / TAN (If Any)					
Office Name	KRL1_JT SUB REGISTRAR KURLA NO 1		PAN No.(If Applicable)					
Location	MUMBAI		Full Name	PURVI DILIP JAIN				
Year	2020-2021 One Time		Flat/Block No.	FLAT NO.D-1302 TOWER D VICINIA				
Account Head Details			Premises/Building	CHANDIVALI				
0030045501	Stamp Duty	Amount In Rs.	Road/Street	CHANDIVALI				
0030063301	Registration Fee	1175500.00	Area/Locality	MUMBAI				
		30000.00	Town/City/District	MUMBAI				
			PIN	4 0 0 0 7 2				
			Remarks (If Any)	SecondPartyName=PAIKAR REAL ESTATES PRIVATE LIMITED-				
Total			Amount In	Twelve Lakh Five Thousand Five Hundred Rupees Only				
₹ 1205500.00			Words	FOR USE IN RECEIVING BANK				
Payment Details	PUNJAB NATIONAL BANK		Bank CIN	Ref. No.	03006172020080500113 050820M837665			
Cheque/DD No.			Bank Date	RBI Date	05/08/2020-16:29:36 Not Verified with RBI			
Name of Bank			Bank-Branch	PUNJAB NATIONAL BANK				
Name of Branch			Scroll No. , Date	Not Verified with Scroll				

Department ID :  
NOTE: This challan is valid for document to be registered in Sub Registrar office only. Not valid for unregistered document.  
पंजीरदार कार्यालय के लिए ही वैध है। अनपंजीरदार दस्तावेजों के लिए नहीं है।

Mobile No. : 7708953656

**Challan Defaced Details**

Sr. No.	Remarks	Defacement No.	Defacement Date	UserId	Defacement Amount
1	(IS)-370-5238	0001323412202021	07/08/2020-12:56:47	IGR198	30000.00
2	(IS)-370-5238	0001323412202021	07/08/2020-12:56:47	IGR198	1175500.00
<b>Total Defacement Amount</b>					<b>12,05,500.00</b>

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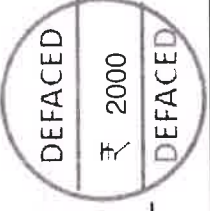
andling  
Inspector General of Registration & Stamps

**Receipt of Document Handling Charges**

PRN 0708202002717

Receipt Date 07/08/2020

Received from Purvi Dilip Jain, Mobile number 0000000000, an amount of Rs.2000/-, towards Document Handling Charges for the Document to be registered on Document No. 5238 dated 07/08/2020 at the Sub Registrar office Joint S.R. Kurla 2 of the District Mumbai Sub-urban District.



**Payment Details**

Bank Name PUNB

Payment Date 07/08/2020

Bank C/N 10004152020080702474

REF No. 220527218

Deface No 0708202002717D

Deface Date 07/08/2020

This is computer generated receipt, hence no signature is required.



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₹ 2000 726 80

2020

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Inspector General of Registration & Stamps

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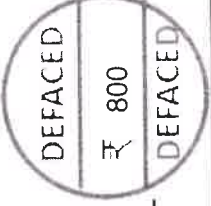
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### Receipt of Document Handling Charges

PRN 0708202002758 Receipt Date 07/08/2020

Received from Purvi Dilip Jain, Mobile number 0000000000, an amount of Rs.800/-, towards Document Handling Charges for the Document to be registered on Document No. 5238 dated 07/08/2020 at the Sub Registrar office Joint S.R. Kurla 2 of the District Mumbai Sub-urban District.



### Payment Details

Bank Name PUNB Payment Date 07/08/2020  
Bank CIN 10004152020080702508 REF No. 220527524  
Deface No 0708202002758D Deface Date 07/08/2020

This is computer generated receipt, hence no signature is required.













